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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, AUGUST 17, 1912.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### Mathematics and the Bench.

WE COMMENT elsewhere on the recent judicial changes. It is interesting to note that the promotion of Lord Justice FLETCHER MOULTON sends to the House of Lords one of the three senior wranglers—an extinct honour—who have in recent years sat in the Court of Appeal, the others being Sir ROBERT ROMER and Sir JAMES STIRLING. Lord Justice FLETCHER MOULTON's nominal attachment to the common law side of the Court of Appeal has not prevented him from giving some notable judgments in equity matters, of which the dissentient judgment in *Manks v. Whiteley* (1912, 1 Ch. 735) is, perhaps, the most conspicuous example. It may be said, with some reason, that he surpassed on that occasion the professed masters of equity.

#### The New Vice-Chancellor.

AS WAS anticipated, Mr. STEWART SMITH, K.C., has been appointed to succeed the late Mr. LEIGH CLARE as Vice-Chancellor of the County Palatine of Lancaster. He has qualities both personal and professional which will fit him for the post, and he is likely to make a capable and useful judge. But the occasion of the appointment calls attention to the curious historical survival by which Lancashire has its own equity court ranking on a level with the High Court, and by which the selection of its judge, and of the county court judges of the district, is in the hands of a Minister of the Crown who is not responsible for the administration of civil jurisdiction generally. These distinctions are picturesque, and as far as Lancashire business goes are undoubtedly useful, but they detract from uniformity of administration.

#### The New R. S. C.

SOME NEW R. S. C. have been issued, to be known as the R. S. C. (July), 1912, and to come into operation on the 12th of October. The first makes an addition to Ord. 22, r. 15 (money recovered for the account of an infant or person of unsound mind), and provides for taxation of costs both as between party and party and as between solicitor and client, and for notification of the result to the Public Trustee. Rules 2 and 3 provide for the prescribed forms being used in the district registries as well as in the central office. Rule 4 adds the day appointed for keeping the King's Birthday to the list of holidays for the offices of the Supreme Court; and rule 5 apparently makes the list of holidays apply to the offices of district registrars.

### The Unfinished Session.

THE SESSION of Parliament is unfinished, and therefore there was no need to make an effort to secure the passing of pending legislation before the Houses rose. Probably this is the reason why the legislative output for the year is up to the present so meagre. But even for an unfinished Session we imagine the paucity of measures placed on the Statute Book by August is unprecedented. There are—the Coal Mines (Minimum Wage) Act, which was passed to meet a special emergency; the Shop Hours Act, 1912, which came into force on 1st of May, and, we are glad to note, has emptied large parts of London on Saturday afternoon; a Metropolitan Police Act; a Seal Fisheries Protection Act; and the Army Annual, and Appropriation and Finance Acts. Apparently these constitute all the statutes of the year so far, and the autumn Session will be so full of contentious measures that any progress with ordinary legislation is unlikely.

### The Late Sir Alfred Wills.

THE DEATH of Sir ALFRED WILLS has removed the last survivor of that great band of judges who made the English High Court bench in the eighties one of the most distinguished body of men in the world. JESSEL, FITZJAMES STEPHEN, CAIRNS, SELBORNE, BOWEN, COLERIDGE, HANNEN, HAWKINS, FIELD, and DAY are perhaps the best known of that group; and it would be difficult to name any period of English history in which an equal number of men whose personal characteristics were individual and remarkable were colleagues in the administration of justice. The least famous and the least brilliant of these men, WILLS was, perhaps, more generally popular with the bar than any of them; he was, indeed, the most genial and courteous of judges, although never forgetful of the high dignity of his office. He was not exactly a great judge; he had neither the commanding personality nor the profound legal insight which mark the two alternative types of judicial eminence. But he was a good lawyer, an impartial president over any tribunal, civil or criminal, and one of the most conscientious of men; brought up in the Unitarian faith, he had to the full those high moral and intellectual ideals for which some of the members of that denomination have been eminent. And if he had not the profundity and subtlety of a JESSEL in the application of first principles to novel cases, or the encyclopaedic technical knowledge of such a man as FITZJAMES STEPHEN, yet he had a sound grasp of what WALTER BAGEHOT, in one of his literary studies, has called the "middle" principles of his science; he knew thoroughly the leading rules which govern the law of torts, contracts, and crime, and he could apply them efficiently to any ordinary case which came before them. The result is that, while, with the exception perhaps of *Steeds v. Steeds* (22 Q.B.D. 537) on the prevalence of equity—he left no judgments to be quoted as the *loci classici* of the law on the subject which they illuminate, his actual decisions on troublesome new points were singularly accurate, and less frequently reversed on appeal than those of some greater judges.

### Land Taxation and Negative Values.

WE PRINT elsewhere from the *Times* the debate which took place recently in the House of Commons on the admission of negative values as a basis of land taxation. At p. 469, *ante*, will be found a report of the Scotch case in which the Court of Session overruled the contention of the Inland Revenue Commissioners that the original site value might be a negative amount, and at p. 478, *ante*, we discussed the matter and pointed out the curious results which would follow if valuation proceeded on a purely mathematical and not on a practical basis. Mr. CASSEL proposed an amendment to the Finance Bill, which would have settled the matter and cut out negative values; but the Scotch case is, it seems, on its way to the House of Lords, and the Chancellor of the Exchequer made this a reason for postponing interference. We are not sorry that the question should be left in this way, since some interesting judgments in the House of Lords may be expected; but on practical grounds the Legislature might very well have made it clear that taxation on the basis of negative values cannot be admitted as a practical proposition. The whole scheme of land valuation will

require reconsideration, quite apart from the political expediency of this method of taxation.

### The New County Court Rules.

WE COMMENCE to print elsewhere a set of new County Court Rules and Forms which have been issued, and which will come into operation on the 30th of September. Some of them merely make verbal changes in the rules; for instance, those which substitute references to new statutes, such as the Companies (Consolidation) Act, 1908, for the previous statutes. Rules 6 and 9 require that, in suing a married woman, the particulars shall state whether she is sued in contract or in tort, so that judgment may be entered in proper form. Rule 20 makes provision as to the time within which money payable under special judgments, as distinct from ordinary judgments for the recovery of money, is to be paid; this is done by means of an addition to Ord. 23, r. 4, requiring such money to be paid forthwith, unless otherwise ordered. Several of the rules make new provision for cases where process of one court is sent to another court for the purpose of further steps being taken, including the hearing in county courts of judgment summonses on judgments of the High Court. Altogether a large number of changes in matters of detail are made.

### The New Workmen's Compensation Rules.

WE ALSO print elsewhere a set of rules which have been made under the Workmen's Compensation Act, 1906. Rule 1 extends the existing provisions under which infant workpeople are treated as of full age; for instance, for the purpose of suing for wages under the County Courts Act, 1880, s. 26; and empowers the judge to direct that infants may make applications for the review of weekly payments and otherwise without a next friend. Rule 2 deals with the question of the giving of security for costs by dependants. Some registrars have held that dependants in Scotland and Ireland applying for compensation must give security in accordance with the county court rules; the explanatory memorandum issued with the new rules states that a county court judge has recently given a considered judgment that security cannot be required, and rule 2 gives effect to this decision. Under the National Insurance Act, 1911, s. 11 (i) (c), provision is made as to agreements for compensation and for redemption of weekly payments for a lump sum, corresponding to paragraph 9 of the Second Schedule to the Workmen's Compensation Act, 1906, and the third of the new rules alters r. 49 of the existing Workmen's Compensation Rules, as to the recording of memoranda of agreements, so as to extend it to this case. Rule 4 provides for the allowance of costs for work done for which no provision is now made. It applies the principle of County Court Rules, Ord. 22a, r. 27 (4), and enables the registrar to allow reasonable costs subject to review by the judge.

### The Panama Canal.

THE PROVISIONS to be made by the United States as to the use of the Panama Canal are likely to be the subject of prolonged discussion, and it is important, therefore, to know the exact terms of the HAY-PAUNCEFOTE Treaty. This was signed in November, 1901, in view of the construction of the present canal, and superseded the CLAYTON-BULWER treaty of 1850, which was meant to provide for the management and neutralization of the canal then projected. By the second article it was agreed that the canal should be constructed under the auspices of the Government of the United States, and that that Government should enjoy all rights incident to such construction, as well as the exclusive right of providing for the regulation and management of the canal. By the third article the United States adopted certain rules as the basis of the neutralization of the canal. It was to be free and open to vessels of commerce and war of all nations observing the rules, on terms of "entire equality, so that there shall be no discrimination against any such nation, or its citizens or subjects, in respect of the conditions or charges of traffic or otherwise. Such conditions and charges of traffic shall be just and equitable." It is further provided that the canal shall never be blockaded, and that no right of war shall be exercised, nor any act of hostility committed within it. But the United



States are to be at liberty to maintain such military police as may be necessary to protect the canal against lawlessness and disorder; and there are further provisions for neutralization.

#### Coasting Trade.

It is unnecessary at present to discuss with any care the exact effect of these provisions. Opinion upon them appears to be divided in the United States. *Prima facie* the stipulation that there shall be "entire equality" forbids any system under which particular classes of vessels of the United States shall be exempted from toll. The proposal adopted by the Senate is that this exemption shall be allowed wholly or partially to vessels engaged in coasting trade, and to vessels which the owners are prepared to hold at the service of the United States Government in case of emergency. The phrase "coasting trade" itself raises a question as to which there has been discussion in recent times. Strictly, it means the passage of vessels along the coast from one point to another—technically "cabotage"—and in Great Britain it is easy to see the applicability of the term. But it has been extended to voyages from one port of a geographical and political unit to another—e.g., from a port on the west coast of France to a Mediterranean port—although not strictly coasting; and the claim of the United States to treat voyages from the Philippine Islands to the United States as coasting voyages has led to the question whether the term is to extend to colonial trade generally: see on this Dr. OPPENHEIM in 24 L. Q. R. 328; and as to the right of states to exclude foreigners from coasting trade in its original sense of littoral voyages, the same writer's *International Law*, Vol. I., pp. 258, 606. These questions may be brought into prominence by the opening of the Panama Canal; and should diplomatic discussion of them fail, they may, though as to this also opinion in America is divided, afford interesting work for the International Court at the Hague.

#### Unsightly Advertisements.

It is five years since the Legislature empowered local authorities to make bye-laws for restricting the use of the countryside for advertisements, but we do not remember that advantage has yet been taken of it. The Advertisements Regulation Act, 1907, provides that any local authority may make bye-laws "for regulating, restricting, or preventing the exhibition of advertisements in such places and in such manner, or by such means, as to affect injuriously the amenities of a public park or pleasure promenade, or to disfigure the natural beauty of a landscape." The bye-law requires to be confirmed by the Home Secretary, who, before confirming it, must consider any objections by persons affected by it. The Kent County Council have now, on the representation of the local authorities of various districts, adopted a bye-law for the whole of Kent, except municipal boroughs and urban districts with a population of more than 10,000, prohibiting advertisements visible from public highways or footways or any open land or water, and so placed as to disfigure the natural beauty of the landscape. It is satisfactory to find local authorities moving in the matter.

### The Recent Judicial Changes.

THE retirement of Lord ROBSON, whose continued ill-health, we regret to hear, has compelled him to take this step, has led to a series of judicial changes which are interesting and not altogether expected. Lord Justice FLETCHER MOULTON has been promoted to a seat in the House of Lords; Mr. Justice HAMILTON, after a three years' apprenticeship as a King's Bench Justice, is elevated to the vacant place in the Court of Appeal; and Mr. ROWLATT is given judicial rank after some half dozen years of service as junior counsel to the Treasury on the common law side. Every one of the three is entitled, by his attainments, reputation, and record, to the dignity which has come to him, but nevertheless, the appointments are somewhat of a surprise. Lord Justice FLETCHER MOULTON has unquestionably proved himself the possessor of an admirably clear and subtle legal mind, and has astonished the whole profession by the way in which, after years spent in doing little except patent work—which

requires knowledge of applied science rather than of law—he has picked up during his tenure of the bench a grasp of legal and equitable principles which many persons well qualified to form an opinion consider to be both broader and deeper than that of any one of his colleagues. Mr. Justice HAMILTON is a first-rate commercial lawyer, and has a singularly equable and impartial mind; he had also a great practice at the bar. Mr. ROWLATT, unlike some of his predecessors in the office of Attorney-General's devil, was a fashionable junior at the common law bar, and received quite as many private as public retainers. While, however, the personnel of the new appointments is excellent and commands general approval, it cannot be said that there was anything "inevitable" about the choice which Lord HALDANE has made; he might equally well have selected a quite different trio. In this article we propose to comment briefly on some weak places in the present composition of the legal House of Lords, the Court of Appeal, and the King's Bench Division; we will attempt also, though with diffidence, to suggest the principles which should guide the discretion of a Chancellor bent on getting the strongest available talent for each of those courts.

Now there are certain signs and tokens by which one can tell at once whether or not the final Court of Appeal for the Empire is the best possible court which the judicial resources of the day can furnish. If it is, then its decisions ought to command far greater confidence than those of any judge or court whose jurisdiction is merely subordinate. Again, its decisions should not merely get rid of appeals by deciding them; they should illuminate the law by elucidating general principles, and helping to clear up the vexed problems of the moment. Individual judgments, too, should be weighty and authoritative; there should appear, from time to time, some luminous decision by some profound legal mind which will put an end to existing confusion of thought on the point to which it relates and become a *locus classicus* for future jurists. Fifteen or twenty years ago, in the great days of WATSON, HERSCHELL and DAVEY, every one of those conditions was abundantly satisfied by the legal House of Lords; but no flatterer would dream of saying so to-day. Not only does the opinion of the Court of Appeal command more confidence at the bar than that of its masters above, but in certain branches of law even single first instance judges—for example, Mr. Justice PARKER on a point of equity—are felt to give us profounder law. Again, principles as such do not get laid down at all consecutively or broadly by our law-lords of to-day. A striking instance of this is the series of trade-union cases prior to 1906, and the important decisions under the Trade Disputes Act of that year. In the prior group of common law cases and also in the later group of statutory cases, everyone feels that the actual decisions are hand-to-mouth; an earlier case gives no real assistance in arguing a later. The law of negligence and nearly all branches of equity are likewise examples of matters in which it must be said that the House has merely made precedents which have to be obeyed; it has not convinced critics or laid down abiding rules.

What is the cause of this admitted weakness? Is it an accident or is it due to a mistaken method of filling up vacancies? We believe it is the latter. The modern tendency is to fill the House of Lords with law-officers, English, Scottish, and Irish, quite irrespective of their attainments in law. Now law-officers often enough are able politicians and good second-rate advocates before a jury, but very mediocre lawyers. A scholarly knowledge of law does not assist anyone to success in the House of Commons, although, indeed, it is more often found in our Attorney-Generals and Solicitor-Generals than might *a priori* be expected. When a law-officer is not available, usually a judge with political rather than legal claims is given a vacancy in the House of Lords. Now, it was quite otherwise a generation ago. Lord BOWEN was promoted from puisne rank to a Lord Justiceship and thence to the highest court. Lord MACNAGHTEN, the last of a famous generation of law-lords, who is happily still with us, was a distinguished equity practitioner, not a politician. In a still earlier age, Lord BLACKBURN fought his way from a reportership right up through the lower courts to a seat in the highest tribunal. The moral would seem to be that the House of

Lords should no longer be a preserve for successful lawyer-politicians; the ablest judges in the Court of Appeal or even the High Court should find a way there whenever their weight with the profession has won them a title to it.

Now, the Court of Appeal, as at present constituted, approaches much more nearly to the ideal of what such a court ought to be. Every one of its six ordinary members is an able lawyer, and one or two are brilliant and eminent men. But one criticism requires to be made. It is somewhat too technical and subtle a court; for some reason or other its decisions seem to lack breadth. They are always scholarly, and occasionally profound; but they do not always commend themselves to practitioners as practical or well based. Consistency, too, is somewhat lacking; this is notoriously so in cases decided under the Workmen's Compensation Acts. And the court is not strong in real property law—the test of a masculine judicial mind. This is due, we think, to the fact that the more academic minds in the Chancery Division and the King's Bench Division get a certain preference when a puisne judge is promoted; there is a general feeling that the court should consist of experts and scholarly lawyers; the result is that robust minds are not usually permitted to enter its preserves. If one half of our present Lord Justices were transferred to the House of Lords, and some of the successful men of the world who sit there were sent down below, the result would be an improvement in the form of both courts. But, on the whole, the Court of Appeal, in its present composition, is a very good court indeed, so that criticism is a little invidious and ungrateful.

While the Chancery Division always has been almost everything that one could wish, the judges of the King's Bench are open to some little criticism. Two things should be borne in mind by anyone who wishes to appraise justly the composition of the common law courts. In the first place, a judge of the King's Bench is, first and foremost, a circuit judge; every judge goes circuit—therefore every judge should have some experience of juries and of criminal work. Next, he is a judge of the Divisional Court, since in that court every judge must sit not infrequently; and there questions of local government, registration law, and revenue law, as well as common law and equity, are the order of the day. The county courts already decide innumerable questions in equity and real property; they will decide even more in the future. It is to the Divisional Court that there lies an appeal from these tribunals, and since small cases seldom go any higher, many points of equity and real property decided there become precedents which are followed all over the country. A wide general knowledge is, therefore, a desideratum, if not an essential, in the Divisional Court. Unfortunately, however, the present tendency is to fill the court with able, excellent and learned barristers who have every qualification except the two most important ones—namely, experience of criminal law and of Divisional Court practice. Our best known advocates are usually special jury men or practitioners in the Commercial Court; the result is that commercial law and special jury experience are represented on the bench to the exclusion of wider and more varied practice.

Two remedies suggest themselves—one is to promote successful Divisional Court practitioners more frequently than has hitherto been the case; the other is to elevate to the High Court some of our most successful county court judges. There are many of these judges who are quite up to the High Court standard, and who possess in addition a varied experience of common law and equity as a whole which scarcely any other judge can acquire. Out of a number of names, one might mention Judge HOWLAND ROBERTS, Judge WOODFALL, Commissioner LUMLEY SMITH, and the Common Serjeant of London (not technically a county court judge, it is true) as men whose elevation would be approved by the whole common law bar. It is the practice in Scotland, as is well known, to promote the leading Sheriff-principals to the bench after a certain number of years; indeed, the Sheriff of Perth has a prescriptive right to a judgeship which resembles the similar English custom in the case of the junior counsel to the Treasury. We believe that the promotion of one or two veterans, whose services in the thankless work of the county court have been exceptionally meritorious, would have a

twofold good effect: it would increase the practical efficiency of the High Court, and would stimulate the zeal of our lesser judiciary.

## Reviews.

### The Land Taxes.

THE NEW LAND TAXES AND MINERAL RIGHTS DUTY. THE LAND UNION'S HANDBOOK ON PROVISIONAL VALUATIONS: BEING GENERAL ADVICE TO OWNERS OF LAND AND HOUSE PROPERTY IN DEALING WITH VALUATIONS UNDER THE FINANCE (1909-10) ACT, 1910, AS AMENDED BY THE REVENUE ACT, 1911. WITH STATUTES AND FORMS. Vacher & Sons (Limited).

From the title page this book might seem to have a political object; but if so this does not detract from its utility as a practical exponent of the scheme of land valuation established under the Finance Act, 1910. "Into the merits or demerits of this Act," so runs the Introduction, "it is not intended in this Handbook to enter, except incidentally, where the subject requires it. The chief desire is to set down, in language as simple as possible, the principal points of a most complicated piece of legislation." As far as we have observed this object has been carried out, and the book is at once clearly written and practical. The first half contains an explanation of the provisions of the Act in relation to valuation and the various new duties, and this will be serviceable mainly, perhaps, to the non-professional reader; but on the details of valuation the lawyer will find useful guidance—especially in Chapter XIII, containing hints on checking valuations, with specimens of provisional valuations; and also in the statement at the end of the book of points in valuation which have already arisen, and are at issue between owners and the Inland Revenue Commissioners, and in the notes of cases which have been decided. The text of the Act and the rules and forms under it are also given. Apart from any question of the taxes themselves, the Land Union have performed a useful work in issuing the book.

### Statutes.

CHITTY'S STATUTES OF PRACTICAL UTILITY. ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER. WITH NOTES AND INDEXES. THE SIXTH EDITION. BY W. H. AGGS, M.A., LL.M., Barrister-at-Law. VOL. III: "COPYRIGHT" TO "CUSTOMS." VOL. VIII. "LOCAL GOVERNMENT" TO "METROPOLIS."

The third volume of this useful re-issue has been delayed in order to enable two Acts of last session to be included—the Copyright Act, 1911, and the Perjury Act, 1911. The delay has been essential for the utility of the heading "Copyright," and instead of the long list of statutes which, till last year, made up the statute law on the subject, this is now practically all contained, with important changes, in the statute of last year. The Copyright Act, 1775, is included in the volume, for, though repealed, its provisions in favour of the universities and colleges therein mentioned are kept alive by section 33 of the recent Act; and, in addition, a few minor statutes have been preserved. The title opens with a useful note on the law of copyright, and on the events which led to its amendment and consolidation. Other titles included in the volume are Coroner, Costs, County Court, Criminal Law, Crown, Crown Office, and Customs. The title Criminal Law occupies the greater part of the volume. It has been arranged under various sub-headings, but a chronological index to all the statutes comprised in the title has been placed at the commencement. This is a subject which lends itself to codification, but the scheme for general codification of the criminal law has, according to the editor's note, been in abeyance since 1880. The title "Crown Office" contains the Crown Office Rules, 1906.

The eighth volume continues the natural course of the series, and includes, amongst others, the titles Local Government, London, Lunatic, Marriages, Married Women's Property, Master and Servant, and Metropolis. Many of the statutes relating to London are local Acts, but these, including the London Building Act, 1894, have been printed, and the notes appear to contain full references to the authorities, including the recent case of *Minturn v. Barry* (1911, 2 K. B. 265) on defective party structures. The title Lunatics includes, in addition to the statutes, the Rules of the Commissioners in Lunacy, 1895, and the Lunacy Rules, 1892 and 1893. Under Master and Servant are included the Workmen's Compensation Act, 1906, and recent labour statutes, such as the Labour Exchange Act, 1909, and the Trade Boards Act, 1909.

### Book of the Week.

The Law Magazine and Review.—A Quarterly Journal of Jurisprudence. August, 1912. Jordan & Sons (Limited).



## New Orders, &c.

### Rules of the Supreme Court (July), 1912.

#### ORDER XXII., RULE 15.

1. Order XXII., Rule 15 shall be read as if there were added at the end of the Rule—

"The plaintiff's costs in any such cause or matter or incident to the claims therein or consequent thereon shall be taxed by the Taxing Master, or if such cause or matter is proceeding in a District Registry by the District Registrar as between party and party and as between solicitor and client, and the Taxing Master or District Registrar shall certify the respective amounts thereof and the difference if any: No costs other than those so certified shall be payable to the plaintiff's solicitor."

"The result of any such taxation shall be notified to the Public Trustee by the Taxing Master or District Registrar."

#### ORDER LXI., RULE 32.

2. Order LXI., Rule 32 shall read as if after the words "Central Office" the words "and the District Registries respectively" were inserted.

#### ORDER LXI., RULE 33.

3. Order LXI., Rule 33 is hereby annulled, and the following Rule shall stand in lieu thereof:—

The Masters may from time to time prescribe the use, in or for the purpose of the Central Office, and subject to the approval of the Lord Chancellor in or for the purposes of the District Registries, of such modified or additional forms as may be deemed expedient. Such modified or additional forms shall, when approved by the Lord Chancellor, be forthwith transmitted to each District Registrar and shall be the forms to be used in and for the purposes of the District Registry.

#### ORDER LXIII., RULE 6.

4. Order LXIII., Rule 6 shall be read as if there were added at the end of the Rule "and the day appointed to be kept as the King's birthday."

#### ORDER LXIII., RULE 7.

5. Order LXIII., Rule 7 shall be read as if at the beginning of the Rule were inserted the words "Subject to the last preceding Rule."

6. These Rules, which shall come into operation on the 12th of October, 1912, shall be cited as the Rules of the Supreme Court (July), 1912, and each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883.

### The County Court Rules, 1912.

These Rules may be cited as the County Court Rules, 1912, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule prefixed to such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in any County Court Rules of subsequent date, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or in the Appendix to any County Court Rules of subsequent date, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or any County Court Rules of subsequent date, or in the Appendix to any of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

#### ORDER II.

##### OFFICERS.

##### Registrar.

1. Order II., Rule 10a.—The words "The registrar shall allow searches to be made," in Order II., Rule 10, are hereby annulled, and the following words shall stand in lieu thereof, viz.:—

"The registrar shall on every day on which the office is open allow such searches to be made as may be necessary before entering up judgment on a default summons, and shall allow other searches to be made."

2. Order II., Rule 26a.—The words "the Companies (Consolidation) Act, 1908," shall be substituted for the words "the Companies Acts, 1862 to 1900," in Order II., Rule 26, paragraph 1, and in the titles to forms 32 and 33 in the Appendix.

#### ORDER V.

##### COMMENCEMENT OF ACTION.

3. Order V., Rule 5a.—The words "the Companies (Consolidation) Act, 1908," shall be substituted for the words "the Companies Acts, 1862 to 1900," in Order V., Rule 5.

4. Order V., Rule 13 (12).—Order V., Rule 13, paragraph 12 (Rule 4 of the County Court Rules, 1911), is hereby annulled, and the following paragraph shall stand in lieu thereof, viz.:—

(12) Subject to paragraph 9 of this rule, no leave shall be granted under this rule unless the occupation or description of the proposed defendant is fully set out in the affidavit filed for the issue of the summons.

5. Order V., Rule 15.—Order V., Rules 15 and 15a (Rule 5 of the County Court Rules, 1911), are hereby annulled, and the following rule shall stand in lieu thereof, viz.:—

15. Where pursuant to the proviso in section eighty-six of the Act the leave of the Judge or registrar is required for the issue of a default summons, no such leave shall be given unless the occupation and description of the proposed defendant is fully set out in the affidavit filed for the issue of the summons; and no such leave shall be given in cases where in the affidavit it appears that the proposed defendant is a domestic or menial servant, a labourer, a servant in husbandry, a journeyman, an artificer, a handicraftsman, a miner, or any person engaged in manual labour.

#### ORDER VI.

##### PARTICULARS AND STATEMENT OF CLAIM.

6. Order VI., Rule 1b.—The following paragraph shall be added to Order VI., Rule 1, viz.:—

Where a claim is made against a married woman or a widow, the particulars shall state whether the claim is in respect of a contract or tort before coverture or during coverture, or (in the case of a widow) in respect of a contract or tort since the determination of the coverture.

#### ORDER VII.

##### PLAINT NOTE AND SUMMONS. SERVICE.

##### Ordinary Summons and Service.

7. Order VII., Rule 26a.—The words "the Companies (Consolidation) Act, 1908," shall be substituted for the words "the Companies Acts, 1862 to 1900," in Order VII., Rule 26, paragraph 2 (d); and section one hundred and sixteen of the Companies (Consolidation) Act, 1908, set forth in the Appendix, shall be substituted for the sections of the Companies Act, 1862, set forth in Part III. of the Appendix.

8. Order VII., Rule 29b.—Order VII., Rule 29a, paragraph 1, is hereby annulled, and the following paragraph shall stand in lieu thereof, viz.:—

(1) A successive summons may, by leave of the Court, and, subject to the provisions of this rule, be served:—

(a) By the plaintiff, or some clerk or servant in his permanent and exclusive employ; or

(b) By the plaintiff's solicitor, or a solicitor acting as agent for such solicitor, or some person in the employ of either of them, or some person employed by either of them to serve the summons, who might be so employed to serve a writ in an action in the High Court.

9. Order VII., Rule 34b.—The following paragraph shall be added to Order VII., Rule 34a, viz.:—

Where a defendant is a married woman or a widow, the praecipe shall state that fact, and shall state whether judgment is to be entered against her in respect of a contract before coverture or during coverture, or (in the case of a widow) in respect of a contract since the determination of the coverture, according to the form in the Appendix.

#### ORDER IX.

##### DISCONTINUANCE, CONFESSION, ADMISSION, AND PAYMENT INTO OR OUT OF COURT.

10. Order IX., Rule 12 (1a).—Form 75 is hereby annulled, and the form in the Appendix shall stand in lieu thereof.

11. Order IX., Rule 13 (1a).—Form 76 is hereby annulled, and the form in the Appendix shall stand in lieu thereof.

12. Order IX., Rule 24a.—The following paragraph shall be added to Order IX., Rule 24, viz.:—

This rule shall not apply to any case in which an infant sues as if he were of full age for money due to him for wages or piece work, or for work as a servant, pursuant to section ninety-six of the Act.

## ORDER XI.

## CLAIM TO CONTRIBUTION OR INDEMNITY.

13. *Order XI, Rule 1 (1).*—*Order XI, Rule 1, paragraph 1, is hereby annulled, and the following paragraph shall stand in lieu thereof, viz. :—*

(1.) Where a defendant claims to be entitled to contribution or indemnity against any person not a party to the action, he shall, five clear days at least before the return day, file in duplicate a notice of his claim, according to the form in the Appendix, and the registrar shall seal such notices and deliver one of them to the defendant, who shall forthwith serve the same, together with a copy of the summons on the plaintiff and of the particulars annexed thereto, on the person against whom such claim is made, according to the rules relating to the service of default summonses.

## ORDER XII.

## INTERLOCUTORY AND INTERIM ORDERS AND PROCEEDINGS.

14. *Order XII, Rule 9 (2).*—The words "two clear days" shall be substituted for the words "two days" in Form 90.

## ORDER XVI.

## DISCOVERY AND INSPECTION.

15. *Order XVI, Rule 2 (2).*—Form 102A is hereby annulled, and the form in the Appendix shall stand in lieu thereof.

16. *Order XVI, Rule 10 (2).*—Form 106A is hereby annulled, and the form in the Appendix shall stand in lieu thereof.

## ORDER XXII.

## TRIAL.

17. *Order XXII, Rule 1 (2, 3).*—The following paragraph shall be added to *Order XXII, Rule 1a, viz. :—*

(2.) Form 144 is hereby annulled, and summonses to intended jurors shall be according to the form in the Appendix.

(3.) Forms 145 and 146 are hereby annulled, and orders fining jurors for non-attendance, and warrants of execution against the goods of jurors so fined, shall be according to the forms in the Appendix.

18. *Order XXII, Rule 5 (4).*—The following paragraph shall be added to *Order XXII, Rule 5, viz. :—*

(4.) The notices to jurors required by paragraph 1 of this Rule shall be according to the forms in the Appendix.

19. *Order XXII, Rule 5a.*—(1.) Where on the trial of an action or matter a jury has been impanelled, and the hearing is adjourned, the registrar shall, unless the adjournment is to the next day, or to the next day but one, forthwith give or send by post to the jurors impanelled notice of the adjournment, and of the day on which their further attendance will be required, according to the form in the Appendix.

(2.) Where a jury has been summoned, but the action or matter is adjourned on the return day before a jury has been impanelled, the registrar shall, unless the judge orders the persons summoned as jurors to be discharged, and a fresh jury to be summoned, forthwith give or send by post to the persons summoned as jurors notice of the adjournment, and of the day on which their attendance will be required, according to the form in the Appendix.

## ORDER XXIII.

## JUDGMENTS AND ORDERS.

20. *Order XXIII, Rule 4a.*—The following paragraph shall be added to *Order XXIII, Rule 4, viz. :—*

Such special judgments or orders as in this Rule mentioned shall not be subject to the provisions of Rule 11 of this Order; and any money payable in respect of costs or otherwise under any such special judgment or order shall, unless otherwise ordered, be payable forthwith.

21. *Order XXIII, Rule 12a.*—Where under any judgment or order any money is payable within fourteen days from the date of the judgment or order, or in the case of costs within fourteen days after taxation, the judge may in his discretion at any time before the expiration of such period of fourteen days, for good cause shewn on application made on oath or affidavit in accordance with the rules as to interlocutory applications, make an order for payment at an earlier date. Any order so made shall be served in accordance with Rule 7 of this Order; and if the order was made *ex parte*, any party affected thereby may within two days after service thereof apply to set it aside.

## ORDER XXV.

## ENFORCEMENT OF JUDGMENTS AND ORDERS.

## Judgment Summonses.

22. *Order XXV, Rule 30 (2).*—The following paragraph shall be added to *Order XXV, Rule 30, viz. :—*

(2.) Where more persons than one are liable under the judgment or order, the office copy may be filed with the registrar of the Court of the district in which any of such persons resides or carries on business or is employed; but a judgment summons shall not be issued in that Court against a person who does not reside or carry on business or who is not employed in the district, unless the leave of the judge is obtained in accordance with Rule 29 of this Order, or the proviso to that rule is complied with.

23. *Order XXV, Rule 33a.*—The words "by a bailiff" where they first occur in *Order XXV, Rule 33*, are hereby annulled.

24. *Order XXV, Rule 40 (2a).*—The following paragraph shall be added to *Order XXV, Rule 40, paragraph 2, viz. :—*

In any such case the certified copy of the judgment or order filed in the Court pursuant to Rule 29 of this Order shall, for the purposes of that rule and for all other purposes, be deemed to be a judgment or order of the Court in which the judgment summons is heard; and if the judgment creditor subsequently desires to apply for a judgment summons to another Court pursuant to the last-mentioned rule, he shall obtain from the registrar of the Court in which the order of commitment or new order was made a copy, certified by the registrar to be a correct copy, of the certified copy of the judgment or order filed in that Court pursuant to the last-mentioned rule, and a certified copy of the order made on the hearing of the judgment summons, containing the particulars required by the said rule, according to the form in the Appendix, and shall file the same with his application.

25. *Order XXV, Rule 40a.*—Where a judgment summons is heard in a County Court on a judgment or order of any competent Court other than a County Court, a memorandum of the result of such hearing shall be sent by the registrar to the registrar or other proper officer of the Court in which the judgment or order was obtained.

If on such hearing an order of commitment or an order altering the terms of the judgment or order is made, then until such order is discharged all payments, whether under the order of commitment or under the new order, shall be made into, and execution or other process for enforcing either the order of commitment or the new order may be issued by, the Court making the order of commitment or the new order. In any such case the office copy of the judgment or order filed in the Court pursuant to Rule 30 of this Order shall be deemed to be a judgment or order of the Court in which the judgment summons is heard; and if the judgment creditor subsequently desires to apply for a judgment summons to another Court pursuant to Rule 29 of this Order, he shall obtain from the registrar of the Court in which the order of commitment or new order was made a copy, certified by the registrar to be a correct copy, of the office copy of the judgment or order filed in that Court pursuant to Rule 30 of this Order, and a certified copy of the order made on the hearing of the judgment summons, containing the particulars required by Rule 29 of this Order, according to the form in the Appendix, and shall file the same with his application.

26. *Order XXV, Rule 46b.*—The words in *Order XXV, Rule 46, paragraph 4 (numbered Rule 46a in the County Court Rules, 1906)*, from "but the judge" to "ceased to be in force," are hereby annulled, and the following words shall stand in lieu thereof, viz. :—

"but the judge may at any time before or after the expiration of such year extend the time within which the order may be executed for any time not exceeding one year from the date at which it would otherwise have ceased to be in force, and so on from time to time before or after the expiration of the last period of extension."

## ORDER XXVI.

## ATTACHMENT OF DEBTS.

27. *Order XXVI, Rule 1a.*—Paragraph 4 of Form 198 in the Appendix is hereby annulled, and the paragraph in the Appendix shall stand in lieu thereof.

## ORDER XXVIII.

## TRANSMISSION OF PROCEEDS OF WARRANTS FROM FOREIGN DISTRICTS.

28. *Order XXVIII, Rule 1a.*—The words "under the hand of the high bailiff and seal of the Court" shall be substituted for the words "signed by the high bailiff with his own hand and sealed with the seal of the Court," in *Order XXVIII, Rule 1*.

## ORDER XXXIII.

## ACTIONS OR MATTERS REMITTED FROM OR TRANSFERRED TO THE HIGH COURT.

29. *Order XXXIII, Rule 3b.*—Where the amount claimed on the writ exceeds fifty pounds, or where damages are claimed but the amount of the claim is not specified, the notice of trial required by Rule 1 of this Order shall be given twenty clear days at least before

the day appointed for the trial, and the provisions of Order XXIIA., Rules 6 to 11, 13, 14, and 16 to 19, as to the times within which proceedings are to be taken, shall apply; and in the application of those rules the day appointed for the trial shall be deemed to be the return day.

30. *Order XXXIII., Rule 3c.*—Where a defendant is added or substituted in an action or matter remitted or transferred to a County Court, except where a defendant is substituted under Rule 4 of Order XIV., an order shall be drawn up; and such order, together with a copy of the writ or other proceeding, and of the pleadings, affidavits, and other documents filed in the High Court, and of the statement and particulars filed in the County Court pursuant to Rule 1 of this Order, and a notice according to the form in the Appendix as to the day upon which he is to attend at the Court, shall be served on the added or substituted defendant according to the rules applicable to the service of default summonses, and the proceedings as against such party shall be deemed to have begun only on the service of such notice.

#### ORDER XXXIX.

##### ADMIRALTY ACTIONS.

##### *Bail. Release of Property.*

31. *Order XXXIX., Rule 47 (2-6).*—Order XXXIX., Rule 47, from "The costs" to the end of the Rule, is hereby annulled, and the following paragraphs shall stand in lieu thereof, viz:—

(2.) Where a praecipe for appraisement has been filed, the plaintiff shall deposit with the registrar a sum sufficient to cover the fees and expenses of the appraisement, such sum to be fixed by the registrar; and thereupon the registrar shall issue a request for appraisement according to the form in the Appendix, directed to the high bailiff of the county court having jurisdiction in Admiralty within the district of which the property to be appraised shall be, and shall send the same to the high bailiff.

(3.) On receipt of the request the high bailiff shall cause an inventory and valuation of the property to be made by an appraiser, and shall return the request, with a certificate of appraisement signed by the high bailiff and the appraiser, according to the form in the Appendix, to the registrar of the court from which the request issued; and the registrar shall file the same with the proceedings in the action, and shall give notice to the parties of the certificate having been received, and the parties shall be at liberty to inspect and demand copies thereof.

(4.) The appraiser shall be allowed such remuneration and expenses as may be prescribed by any Order as to fees made pursuant to section one hundred and sixty-five of the Act.

(5.) The costs of the appraisement shall be in the discretion of the Court.

(6.) If the plaintiff does not require an appraisement, he shall not be entitled to dispute at the hearing the value mentioned in the affidavit, unless the Judge, in the exercise of his discretion, for good cause otherwise orders.

##### *Execution against Vessel or Property.*

32. *Order XXXIX., Rule 65a.*—Order XXXIX., Rule 65, from "In default" to the end of the Rule, is hereby annulled.

33. *Order XXXIX., Rule 88a.*—Order XXXIX., Rule 88, shall be read as if the following words were inserted therein after the words "exceeds that amount," viz:—

"with, in either case, a sum reasonably sufficient to cover the travelling expenses of each assessor to attend the Court, the amount to be fixed by the registrar";

#### ORDER XLI.

##### THE FRIENDLY SOCIETIES ACT, &c.

34. *Order XLI., Rule 12a.*—The words "The Companies (Consolidation) Act, 1908," shall be substituted for the words "the Companies Acts, 1862 to 1900," and the words "under the said Companies (Consolidation) Act, 1908," shall be substituted for the words "under any of the said Companies Acts," in Order XLI., Rule 12.

#### ORDER XLIA.

##### THE COMPANIES (CONSOLIDATION) ACT, 1908.

35. *Order XLIA., Rule 2.*—Order XLIA., Rule 1, paragraph 1, shall be read as if the words "by the Court" were inserted therein after the words "winding up of Companies."

#### ORDER L.

##### PROCEDURE UNDER ACTS CONFERRING JURISDICTION ON THE COURTS.

36. *Order L., Rule 18a.*—The words "the Open Spaces Act, 1906," shall be substituted for the words "the Open Spaces Act, 1890," in Order L., Rule 18 and in the title to the said Rule.

The titles to Order L., Rules 37 to 58, and Rule 37 of the said Order, are hereby annulled, and the following titles and rule shall stand in lieu thereof, viz:—

"THE LICENSING (CONSOLIDATION) ACT, 1910. THE LICENSING RULES, 1910."

*Procedure where Questions referred to County Court under the Licensing (Consolidation) Act, 1910 (10 Edw. 7 and 1 Geo. 5. c. 24), Section 20, Sub-section (3).*

37. *Order L., Rule 37a.*—Where any question is referred to the County Court under sub-section 3 of section 20 of the Licensing (Consolidation) Act, 1910, the following provisions shall apply.

38. *Order L., Rule 58a.*—The words "the Licensing Rules, 1910," shall be substituted for the words "the Licensing Rules, 1904," in Order L., Rules 39, 41, 57, and 58; and the words "the Licensing (Consolidation) Act, 1910," shall be substituted for the words "the Licensing Act, 1904," in Order L., Rule 41.

#### ORDER LIII.

##### COSTS AND ALLOWANCES TO WITNESSES.

39. *Order LIII., Rule 1c.*—The following alterations and additions shall be made in and to the scales of costs in Part IV. of the Appendix, viz:—

##### *Lower Scale.*

(a.) Item 5 should be read as if the words "or under section 93 of the Act and Order IX., Rule 2," were inserted therein after the words "default summons."

(b.) The following paragraph shall stand as paragraph 11, viz:—  
11. For the purposes of this scale a counterclaim shall be deemed to be a claim, and the defendant and the plaintiff shall in relation thereto be deemed to be plaintiff and defendant respectively; and in an interpleader proceeding the claimant and the execution creditor shall be deemed to be plaintiff and defendant respectively.

##### *Higher Scale.*

(c.) The note under the title "Service" is hereby annulled, and the following note shall stand in lieu thereof, viz:—

*Note.*—One fee only for service may be entered on the summons; but where two or more parties are separately served, the fees for service on each of such parties may be subsequently allowed; but where any two or more summonses, orders, interrogatories, notices, or demands to be served on the same party have been or could have been served together, one fee only for service is to be allowed; and where two or more parties have been or could have been served together, one fee only for service is to be allowed.

(d.) Item 18 shall be read as if the words "not required to be served personally, including copy and mileage," were inserted therein after the word "demand."

(e.) Item 21 shall be read as if the words "or to oppose counterclaim" were added thereto.

(f.) Item 26 shall be read as if the words "if given in writing" were added thereto.

(g.) Item 62 shall be read as if the words "or under section 93 of the Act and Order IX., Rule 2" were inserted therein after the word "default"; and fees of 6s. 8d. and 10s. respectively may be allowed in respect of that item under columns B and C respectively.

The words in Order XXIIA., Rule 27, from "and where judgment" to the end of the Rule, are hereby annulled.

(h.) The following items shall stand as items 78a, 78b, 81b, and 81c, viz:—

	A.	B.	C.
	£ s. d.	£ s. d.	£ s. d.
78a. Attending court when the action is referred.	0 10 0	0 15 0	1 1 0
78b. The like with counsel ...	0 6 8	0 10 0 to 0 15 0	0 15 0 to 1 1 0
81b. Attending court to enter judgment on the award.	0 10 0	0 15 0	1 1 0
81c. The like with counsel ...	0 6 8	0 10 0 to 0 15 0	0 15 0 to 1 1 0

(i.) Item 82 shall be read as if the words "after trial or hearing" were omitted therefrom.

(k.) Item 84 shall be read as if the words "any costs other than the general costs of the action or matter" were substituted therein for the words "any other costs."

(l.) Item 90 shall be read as if the words "or to enter judgment on an award, or to hear a deferred judgment" were added thereto.



(m.) Item 94 shall be read as if the words "if advice given in writing and allowed" were substituted therein for the words "if allowed."

40. *Order LIII., Rule 35a.*—*Order LIII., Rule 35*, shall be read as if the words "or out of the assets of a company in liquidation" were inserted therein after the words "(real or personal)."

#### ORDER LIV.

##### GENERAL PROVISIONS.

41. *Order LIV., Rule 3a.*—*Order LIV., Rule 3*, shall be read as if the words "and any notices or orders required by these rules to be sent by the registrar or high bailiff to such party may be sent to his solicitor" were inserted therein after the words "personal service upon a party is required."

42. *Order LIV., Rule 18a.*—The following words shall be added to *Order LIV., Rule 18*, viz. :—

"Provided that such days shall be counted in the computation of time required by these Rules in respect of service."

[To be continued with *Appendix of Forms.*]

### The Workmen's Compensation Act, 1906.

#### THE WORKMEN'S COMPENSATION RULES, 1912.

The following Rules shall have effect under the Workmen's Compensation Act, 1906.

These Rules may be cited as the Workmen's Compensation Rules, 1912, or each Rule may be cited as if it had been one of the Workmen's Compensation Rules, 1907 (herein referred to as the principal Rules), and had been numbered therein by the number of the Rule prefixed to such Rule.

These Rules shall come into operation on the thirtieth day of September, one thousand nine hundred and twelve.

#### *Parties to Arbitration before Judge or Arbitrator appointed by Judge.*

1. *Rule 7 (2).*—The following paragraph shall stand as paragraph 2 of *Rule 7* of the principal Rules, viz. :—

(2.) Provided that the judge may at any time direct that an infant shall appear either as applicant or respondent in the same manner as if he were of full age.

#### *Application for Arbitration.*

The following Rule shall stand as *Rule 12A* of the principal Rules, viz. :—

2. *Rule 12A.*—*Order V., Rules 10 and 11*, and *Order XII., Rule 9*, of the County Court Rules, as to security for costs, shall not apply to proceedings under the Act and these Rules.

#### *Reference of Agreement presented for Registration to the Judge.*

3. *Rule 49 (1).*—*Rule 49* of the principal Rules is hereby amended as follows, viz. :—

(1.) Paragraph 1 is hereby annulled, and the following paragraph shall stand in lieu thereof, viz. :—

(1.) Where a memorandum of agreement as to the redemption of a weekly payment by a lump sum, or as to the amount of compensation payable to a person under any legal disability, or to dependants, or as to the amount of compensation payable in the form of a weekly payment or of a lump sum to a workman who is an insured person within the meaning of the National Insurance Act, 1911, is presented for registration, there shall be left or sent with the memorandum a separate statement according to the form 36A in the Appendix, of such of the particulars mentioned in that form as are applicable to the case. Where an agreement with a workman is presented for registration, it shall be stated in para. (a) of Part A of the said form 36A whether he is or is not an insured person within the meaning of said Act.

(2.) *Rule 49 (1a).*—Paragraph 1a is hereby annulled, and the following paragraph shall stand in lieu thereof, viz. :—

(1a.) In any such case the registrar shall, before recording the memorandum, make such inquiries and obtain such information as he may think necessary in order to satisfy himself that the memorandum may properly be recorded, regard being had to proviso (d) to paragraph 9 of the Second Schedule to the Act, as applied by section 11, sub-section (1) (c), of the National Insurance Act, 1911: and it shall be the duty of the parties to the agreement to answer such inquiries and give such information accordingly.

3. *Rule 49 (2).*—Paragraph 2 is hereby annulled, and the following paragraph shall stand in lieu thereof, viz. :—

(2.) Where it appears to the registrar that the memorandum ought not to be recorded for any reason mentioned in the said proviso, as so applied, he shall make a report to the judge in writing, stating the information which he has obtained and the grounds on which it appears to him that the memorandum ought not to be recorded.

(4.) *Rule 49 (4a).*—The following paragraph shall stand as paragraph 4a, viz. :—

(4a.) Where the registrar has refused to record a memorandum of agreement by reason of the inadequacy of the amount of compensation agreed to be paid in the form of a weekly payment or of a lump sum to a workman who is an insured person within the meaning of the National Insurance Act, 1911, paragraph (a) of the form referred to in the last preceding paragraph shall be altered accordingly.

#### *Costs.*

4. The following paragraph shall stand as paragraph 2a of *Rule 61* of the principal Rules, viz. :—

(2a.) *Rule 61 (2a).*—Where proceedings are taken for which no provision is made by these Rules or by the scales of costs, reasonable costs may be allowed in respect of such proceedings by the registrar, subject to review by the judge, or by special order of the judge, not exceeding those which may under the scales be allowed in respect of proceedings of a like nature.

We, William L. Selfe, William Cecil Smyly, Robert Woodfall, Thomas C. Granger, and H. Tindal Atkinson, being the five judges of the County Courts appointed for the making of Rules under section one hundred and sixty-four of the County Courts Act, 1888, having made the foregoing Rules of Court, pursuant to paragraph twelve of the Second Schedule to the Workmen's Compensation Act, 1906, do hereby certify the same under our hands, and submit them to the Lord Chancellor accordingly.

(Signed) WM. L. SELFE.  
W. C. SMYLY.  
R. WOODFALL.  
T. C. GRANGER.  
H. TINDAL ATKINSON.

I allow these Rules,

(Signed) HALDANE, C.

The 26th of July, 1912.

### New Rules.

#### RULES PUBLICATION ACT, 1893.

The following Rule has been signed and declared urgent by the Lord Chancellor :—

#### THE SUMMARY JURISDICTION (FORMS) RULE, 1912.

The following forms, namely, Forms 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 29, 31, 32 and 34 in Part I of the Schedule to the Summary Jurisdiction Rules, 1886, and Forms 5 and 6 in Schedule A of the Summary Jurisdiction (Children Act) Rules, 1909, shall be amended by the omission of the words "and of his conveyance to the said prison" and the words "and of his conveyance to the said prison [or place of detention]" wherever they occur.

Dated the 7th day of August, 1912, and certified to be urgent.

In the City of London Court, on the 13th inst., says the *Times*, the Postmaster-General sued Mr. John Nicholas, stationer, of Little Trinity-lane, E.C., for the balance of *excess calls due*. A clerk from the Controller's Department produced the certified account showing the defendant's indebtedness. The Defendant: It all rests on a mere girl. These accounts are all wrong, and are due to the operator's blunders. Judge Lumley Smith, K.C., said that the printed conditions of the contract which the defendant had signed tied him up and put him entirely in the power of the Post Office. The Defendant: But is it just that the public should pay for the blunders of the operators? Judge Lumley Smith replied that, whether just or unjust, the defendant must pay if the account was certified as in that case. The Defendant: In plain language it is bounce. Judge Lumley Smith: It is bounce that cannot be resisted. I have tried several of these cases. You cannot get behind the agreement. I have no doubt the young ladies frequently make mistakes. The Defendant: The Postmaster-General is in the position of a highwayman. It is "money or your life" with telephone accounts. This is a question of principle. Judge Lumley Smith agreed that the agreements were too tight. Were ineffective calls charged, say, when a man was engaged? Mr. McIntyre, representing Sir Robert Hunter, the Solicitor to the Post Office, said they were not. The Defendant: You might as well say I have murdered the Controller. This is an iniquitous injustice on the part of a big monopoly against the private trader. They think we are afraid to fight this gigantic institution. I believe the law exists to protect the public in the circumstances. Judge Lumley Smith said the defendant was not bound to have the telephone. The Defendant: Can they certify any unjust charge, and must I submit? Judge Lumley Smith said that was true. The Defendant: We must get behind this. We have numerous instances of inaccuracies. Judge Lumley Smith found for the plaintiff, with costs. In another case his Honour asked if the right on the part of the public to go behind the Controller's certificate had ever been tested. Mr. McIntyre said it had not.



# An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

## IV.

(Cases decided since the last Epitome, ante, p. 465.)

### (1) DECISIONS ON THE WORDS "ACCIDENTS ARISING OUT OF, AND IN THE COURSE OF, THE EMPLOYMENT."

*Parker v. Hambrook* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 11th July, 1912.)

FACTS.—A workman was employed to dig for flints, being paid according to the number secured. On a wet day he went to a pit 12 ft. deep, which was known to be dangerous and where he had been forbidden to dig, and was smothered by a fall of earth. There was evidence that there were more flints in the pit than on the surface. County court judge made an award in favour of his dependants, holding that it was the task of the deceased to dig as many flints as possible.

DECISION.—Dependants not entitled to compensation. Deceased was not employed to dig for flints in the trench. (*From note taken in court.* Case reported on another page; *L. T. newspaper*, 20th July, 1912, p. 280; *W. N.*, 20th July, 1912, p. 205; *L. J. newspaper*, 10th August, 1912, p. 504.)

*Stapleton v. The Dinnington Main Coal Co. (Limited)* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 11th July, 1912.)

FACTS.—A collier on leaving his stall on the 14th August, 1911, complained that his foot hurt him, and the headman found that a piece of rock, weighing three or four pounds, had fallen from the roof where he had been working. The collier complained to his wife, but returned to work the following day. On the 16th August his foot was found to be much swollen, with a scratch on the side. A doctor, who came on the 19th August, also found a nearly healed scar on the sole of the foot. On the 25th August the collier was taken to the hospital, where he died from tetanus on the following day. County court judge found that the more probable inference from the evidence was that an accident had happened to him arising out of and in the course of his employment.

DECISION.—It was a legitimate inference justified by the circumstances of the case. (*From note taken in court.* Case reported *L. T. newspaper*, 20th July, 1912, p. 280.)

*Mitchell v. Owners of S.S. Saxon* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 11th July, 1912.)

FACTS.—A ship's fireman went on shore to get food. On the following morning his body was found in the water 15 ft. from the gangway of the ship. His handkerchief was found to contain a parcel of food. County court judge found that the accident did not arise out of the employment.

DECISION.—The court could not interfere with the finding of the judge. (*From note taken in court.* Case reported *L. T. newspaper*, 20th July, 1912, p. 280.)

*Howe v. Fernhill Collieries (Limited)* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 15th July, 1912.)

FACTS.—A collier returned from his work and complained of pain in his knee. There was some evidence of a scratch on the knee; he died about a fortnight later of acute septic poisoning. He had been working in a two-foot seam, which involved his kneeling. County court judge held that while it was possible the deceased was injured in the colliery, there were other possibilities which he could not disregard, and found in favour of the respondents.

DECISION.—There was no evidence of an accident, still less one arising out of the employment. (*From note taken in court.* Case reported *L. T. newspaper*, 27th July, 1912, p. 306.)

*Cokolon v. Owners of S.S. Kentra* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 17th July, 1912.)

FACTS.—A seaman fell into an open hatchway while engaged in washing his clothes in his spare time. County court judge held that the accident arose out of and in the course of his employment.

DECISION.—Judge was right; it was part of the seaman's duty to wash his clothes. (*From note taken in court.*)

*Burwash v. Frederick Leyland & Co. (Limited)* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 17th and 18th July, 1912.)

FACTS.—A ship's cook was seen one morning peeling potatoes in the

galley. He was never seen again. He was suffering from kidney disease, which necessitated frequent visits to the urinal. County court judge found that the accident arose out of the employment.

DECISION.—There was no evidence to support the finding. (*From note taken in court.* Case reported *SOLICITORS' JOURNAL*, 27th July, 1912, p. 703; *Times*, 19th July, 1912; *L. T. newspaper*, 27th July, 1912, p. 306.)

### (2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

*Ball v. William Hunt & Sons (Limited)* (H.L.: Lord Loreburn, L.C., Lords Macnaghten, Atkinson and Shaw, 29th February, 1st March, and 13th May, 1912.)

FACTS.—A workman in 1896 received an injury which rendered him blind in one eye, but the blindness was not apparent, and he continued to be employed at his old rate of wages as an edge tool moulder. In 1910 he was struck in the same eye, and in consequence the eyeball had to be removed. He was paid compensation until he recovered from the operation, but after that he was unable to obtain employment from the respondents or other firms on the ground that he had only one eye. County court judge refused to award compensation, holding that the incapacity was caused by the accident of 1896, and the Court of Appeal affirmed that decision (1911) 1 K.B. 1048.

DECISION.—The workman was entitled to compensation. There was incapacity for work when a physical defect made a workman's labour unsaleable in any market reasonably accessible to him. (*From note taken in court.* Case reported *Times*, 14th May, 1912; *W. N.*, 18th May, 1912, p. 145; *L. T. newspaper*, 18th May, 1912, p. 56; *L. J. newspaper*, 25th May, 1912, p. 338.)

*Macdonald or Duris v. Wilson and Clyde Coal Co. (H.L.: Lord Loreburn, L.C., Lords Macnaghten, Atkinson, Shaw and Robson, 12th March and 13th May, 1912.)*

FACTS.—A workman who had been injured in an accident recovered sufficiently to do light work which his employers gave him, and paid him compensation fixed by an arbitrator on the basis of the difference between the wages earned before and after the accident. Later he was discharged on the employers reducing their staff, and was unable to find suitable employment in the neighbourhood. On an application to review, the Sheriff-substitute refused to increase the compensation, and his decision was affirmed by the First Division of the Court of Session, on the authority of *Boag v. Lockwood Coal Co., Ltd.* (1910) S.C. 51.

DECISION.—A workman is under an incapacity if his condition makes his labour unsaleable, or saleable only at a less wage. Case remitted to Sheriff-substitute. (*From note taken in court.* Case reported *Times*, 14th May, 1912; *W. N.*, 18th May, 1912, p. 145; *L. T. newspaper*, 18th May, 1912, p. 56.)

*Wheeler, Ridley & Co. v. Dawson* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 16th July, 1912.)

FACTS.—A workman who had been in receipt of compensation refused to undergo an operation to break down an adhesion. County court judge found incapacity had terminated.

DECISION.—Court would not review judge's finding of fact and make suspensory award, nor would it hear evidence as to the actual state of facts disclosed by the operation. (*From note taken in court.* Case reported *L. J. newspaper*, 20th July, 1912, p. 465; *L. T. newspaper*, 27th July, 1912, p. 307.)

*Garnant Anthracite Collieries (Limited) v. Rees* (C.A.: Cozens-Hardy, M.R., Farwell and Kennedy, L.JJ., 22nd July, 1912.)

FACTS.—A collier had been in receipt of compensation for nystagmus. On his recovery County court judge refused to reduce compensation on the ground that there was a liability to recurrence, which made it difficult for the collier to get work.

DECISION.—There was evidence on which he could so find, which distinguished the case from *Jones v. Brynmally Colliery Co.*, 5 B.W.C.C., 375. (*From note taken in court.* Case reported *L. J. newspaper*, 27th July, 1912, p. 482; *L. T. newspaper*, 3rd August, 1912, p. 329.)

[To be continued.]

The terms of the address for the appointment of an additional judge have now been put upon the Parliamentary Paper by the Attorney-General. They are as follows:—"High Court of Justice (King's Bench Division).—That a humble address be presented to His Majesty representing that the number of the puisne judges of the King's Bench Division of the High Court of Justice now amounts to 15, and that the state of business in the said division requires that one additional judge should be appointed to the said division under the first section of the Supreme Court of Judicature Act, 1910, and praying that His Majesty will be graciously pleased to appoint a new judge of the said division of the High Court of Justice accordingly."

## CASES OF LAST SITTINGS.

### Court of Appeal.

KIRSOPP v. HIGHTON. No. 2. 20th June.

COLLECTING SOCIETY—COLLECTING SOCIETIES ACT, 1896, s. 5 (2) & (3)—ANNUAL MEETING—ADJOURNMENT—NOTICE BY ADVERTISEMENT—STATEMENT OF BUSINESS NOT REQUISITE.

The rules of a collecting society fixed the day, hour, and place of the annual meeting, and allowed its adjournment to London. Notice of the adjournment was to be given by advertisement, and copies of the advertisements containing a statement of the business to be transacted were to be exhibited in the offices of the society.

Held, that these rules were not in conflict with the provisions of the Collecting Societies Act, 1896, and that it was not essential that the published advertisements should contain a statement of business to be transacted, although the copies exhibited in the offices must contain such a statement.

Appeal from the decision of Warrington, J. (reported *ante*, p. 161). On the main question, whether a resolution of a general meeting of the Liverpool Victoria Legal Friendly Society authorizing the committee to transfer £50,000 from the actuarial surplus to the fund for providing pensions to servants of the society was *ultra vires* the rules, the court agreed with the learned judge. Another question argued was whether the meeting which passed the resolution was duly summoned in accordance with the rules, and, if so, whether the rules were in accordance with the Collecting Societies Act, 1896. Section 5 (2) of the Act is as follows: "Except when the day, hour, and place of an annual or other general meeting is fixed by the rules, notice of every general meeting shall either be given by the society to the members by advertisement, to be published at least twice in any two or more of the newspapers in general circulation in every county where the society carries on business, or be served on every member." Sub-section (3) reads: "The notice shall specify the day, hour and place, and the objects of the meeting." By the rules of the society it was provided that the annual meeting should be held on the first Wednesday in March, at the principal office, at 7 p.m., and that such meeting might be adjourned by vote to London or any one of a number of towns to be chosen. It was also provided that fourteen days' notice of the adjourned meeting should be given by advertisement, and that a copy of the advertisement containing a statement of the resolutions to be proposed should be exhibited in each of the society's offices. The meeting in question was held on the 1st of March, 1911, and adjourned to London. Notice of the day, hour, and place of the adjourned meeting was given by advertisement, and it was complained that these advertisements contained no statement of the business to be transacted; a copy of the resolution was, however, appended to the copy advertisements exhibited in the society's offices. The argument for the plaintiff was that the meeting of which notice was given by the rules was a mere dummy, and that the real meeting was the adjourned one. If so, then by sub-section 3 of section 5 of the Act the objects of the meeting ought to have been advertised. Alternatively, that if the exhibited copy of the advertisement contained the resolutions to be proposed, then it was implied that the originals in the newspapers should also contain them.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.J.J.) overruled both these contentions, and held that the adjourned meeting is a continuation of the original meeting, so that a fresh notice is unnecessary. They also considered that it was a reasonable construction of the rules to hold that the advertisements should acquaint members merely with the day, hour and place of the meeting, leaving them to apply at the offices for further information. The plaintiff argued the appeal in person.—COUNSEL, *Gore Browne, K.C.*; *Buckmaster, K.C.*, and *Rooke Reeve*. SOLICITORS, *R. A. Roberts; J. Tickle & Co.*

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

PARKER v. HAMEROOK. No. 2. 11th July.

WORKMEN'S COMPENSATION—SCOPE OF EMPLOYMENT—ACCIDENT ARISING OUT OF EMPLOYMENT—DISOBEDIENCE—DISTINCTION BETWEEN DOING ASSIGNED TASK IN WRONG WAY AND DOING TASK NOT ASSIGNED.

A workman was employed to dig flints in a quarry where there was a trench into which he was forbidden to go. On the evidence his employment was to dig in the quarry, but not in the trench. An accident having caused his death while in the trench,

Held, that his dependants were not entitled to compensation.

*Harding's Case* and *Weighill's Case* (1911, 2 K. B. 747, 757) considered.

Appeal by employers from a decision of the judge of the Folkestone County Court in favour of dependants of a deceased workman. Parker was employed with six others to dig for flints in a quarry under the orders of a foreman. The men were paid by the quantity dug, and their orders were to dig near the surface, and not to go into an eleven-foot trench which crossed the quarry and in which flints were more plentiful. On the day of the accident it was wet, and the men had gone home except Parker and another. These two agreed to go into the trench, and while the other went to fetch a board to shore up the surface soil, Parker began to dig, and caused a land-slide, which smothered him. The judge found for the dependants.

COZENS-HARDY, M.R., after stating the facts, said: The question which arose was one of great difficulty; was he merely doing that which

he was told to do in a forbidden manner, or was he doing something outside his employment and for his own benefit, and in order to get more money? The evidence seems to me to be quite clear that he was not instructed or employed to get any flints out of this deep trench. He was expressly forbidden to do so, and the surviving workman said in his evidence, "we went there because there were more flints, and we could earn more money by doing so." It seems to me that the case is clearly brought within those authorities which decide that there must be proof that the accident which did happen was within the area of his employment. I cannot think that there is any such inconsistency, as the learned judge seems to have thought there was, between *Harding's Case* and *Weighill's Case* (1911, 2 K. B., pp. 747, 757), one of them being a case where the deceased man was doing that which he had been told to do, but was doing it in a particular way he had been told not to do it. The illustration which Kennedy, L.J., gave just now is a very apt one: if I tell a man to clean a window from the inside, and he thinks it more convenient to clean it from the outside, the fact that he did it from the outside and not from the inside would not disentitle him to compensation; but if I tell him to mend one window, and he goes and mends another window where I have told him not to go, that would disentitle him to compensation. With great respect to the learned judge, I think this case falls within *Weighill's Case*, and not within *Harding's Case*, and that the appeal must be allowed.

FARWELL, L.J., in the course of his judgment, said: It seems to me impossible to say he was employed in any sense whatever to get flints in that eleven-foot trench; on the contrary, he was employed not to do anything of the sort, but to work elsewhere. It is not as if he had been employed to get them out of the trench in a particular way and had disobeyed it.

KENNEDY, L.J., said that in *Harding's Case* the man had a special task assigned to him, and broke one of the rules of the mine in carrying it out. If Parker had gone into the trench in order to carry out an assigned piece of work, I should have said the case was governed by *Harding's Case*; but the only task assigned was to work in the rest of the quarry, and he went into the trench where he was told not to go for the sake of his ability to earn more money. His employment was not, as the judge thought, to get as many flints as he could, but to get them elsewhere than in this trench.—COUNSEL, *J. G. Joseph; Morton Smith*. SOLICITORS, *A. N. Moull, Canterbury; John Hands, for Atkinson & Steiner, Folkestone*.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

## High Court—Chancery Division.

JOHN HADDON & CO. v. R. P. BANNERMAN & SON.

Warrington, J. 2nd July.

PATENT—INFRINGEMENT OF DESIGN—MANUFACTURE OF MOULDS FOR CASTING REGISTERED ARTICLES—MOULDS TO BE SHIPPED TO INDIA—PATENTS AND DESIGNS ACT, 1907 (7 Ed. 7, c. 29) s. 60.

A manufacturer made some moulds for the purpose of casting metal articles, of which the design was patented by another person. The moulds were not intended to be used in any place to which the Patents and Designs Act, 1907, applies.

Held, that the manufacture of the moulds was a breach of section 60 (1) (a) of the statute which provides that . . . "it shall not be lawful for any person . . . to do anything with a view to enable the design to be" applied "to any article in any class of goods in which the design is registered."

The plaintiffs in this action were type founders and proprietors of a registered design, No. 409021, in Class I, for articles composed wholly of metals, or in which metal predominates, the design being registered in respect of a set of type metal letters, and the claim under statement of nature of design was "for the pattern." The design was originally registered in 1903, under which a copyright of five years was granted, which was extended for a second period of five years under section 53 (2) of the Patents and Designs Act, 1907. The defendants were manufacturers of matrices, or moulds, in which types are cast, and had recently sold and delivered to the India Office matrices for casting type in accordance with the plaintiffs' registered design. The matrices were intended for shipment to Madras, and the design would not be applied to any type in the United Kingdom. The plaintiffs contended that the defendants had infringed their design, and claimed an injunction and damages. The question depended on the meaning of the Patents and Designs Act, 1907, section 60, which provides: "(1) During the existence of copyright in any design, it shall not be lawful for any person (a) for the purpose of sale to apply or cause to be applied to any article in any class of goods in which the design is registered, the design or any fraudulent or obvious imitation thereof, except with the licence or written consent of the registered proprietor, or to do anything with a view to enable the design to be so applied."

WARRINGTON, J., said that, in his opinion, although the copyright in the design gave the plaintiffs no protection in India, still the acts of the defendants in this country were in contravention of the concluding words of section 60 (1) (a), and the plaintiffs were entitled to an injunction and an inquiry as to damages.—COUNSEL, *Clawson, K.C.*, and *Russell Clarke; Walter, K.C.*, and *Colefax*. SOLICITORS, *Budd, Johnson, & Jecks; Boulton, Sons, & Sandiman*.

[Reported by J. B. C. TREAGHTEN, Barrister-at-Law.]



## High Court—King's Bench Division.

**COKER v. BOLTON AND OTHERS.** Hamilton, J. 4th July.

INSURANCE (MARINE)—CONSTRUCTION—TOTAL LOSS—INSTITUTE TIME CLAUSES.

The plaintiff took out a policy of marine insurance, attached to which was the following clause:—"In the event of total loss, whether absolute or constructive, of the steamer, the amount underwritten by this policy shall be paid in full, whether the steamer be fully or only partly loaded, or in ballast, chartered or unchartered." During the voyage the vessel became a constructive total loss, but was subsequently towed to a port where she discharged cargo, and the plaintiff received payment of freight. In an action to recover on the full amount of the policy,

Held, that the underwriters were entitled to credit for the freight received by the assured.

The plaintiff was insured with the defendants under a time policy on freight per *The Ivy*, valued at £950 "chartered or unchartered, on board or not on board, and/or bunker coals out and freight only home." There were three separate printed sets of clauses attached, the principal being the "Institute Time Clauses—Freight, 1910." There were 13 of these, No 5 being as follows:—"In the event of total loss, whether absolute or constructive, of the steamer, the amount underwritten by the policy shall be paid in full, whether the steamer be fully or only partly loaded, or in ballast, chartered or unchartered." The agreed facts concluded that she stranded in the Mersey on a voyage from the Baltic to Manchester, with a cargo of grain, that as a result of such stranding she became a constructive total loss, that by arrangement with the plaintiff, but without prejudice to his rights, the hull underwriters suggested that the Liverpool Salvage Association should deal with the casualty, and thereupon the vessel was towed by the Salvage Association to Manchester, that she discharged her cargo there, and that £630 12s. became payable, and was paid for freight on the said cargo, and it was common ground that the money came to and was retained by the plaintiff; and the defendants admitting that the sum of £450 15s. 6d. was due to the plaintiff under the freight policy, said that that was arrived at by deducting from the insured amount the proportion of the freight received by the plaintiff. It was contended on behalf of the plaintiff that no matter what was paid by the cargo owners on delivery of the cargo he was entitled by clause 5, in the event which happened, to recover in full on the freight policy, and reliance was placed on the cases of *Stewart v. Greenock Marine Insurance Co.* (2 H. L. Cas. 159), *Keith v. Burrows* (2 A. C. 636), *The Red Sea* (1896, P. 20), *Potten v. Rankin* (L. R., 6 H. L. 83), and *Sea Insurance Co. v. Haddon* (13 Q. B. D. 706). The contention on behalf of the defendants was that the real meaning of clause 5 was that, while the underwriters in the event of total or constructive total loss should not be entitled to question what the owners' interest was in the amount insured, yet if the freight was earned they should have credit for the amount actually secured by the owners.

HAMILTON, J., in the course of his judgment, said the only difficulty he had in the case was the bestowing upon clause 5 the construction that the plaintiff contended for: what effect was given to the words "in full" in that clause if the meaning of it was that there was no recovery in full, but only a recovery of part. He thought the meaning of the words "in full" could only be ascertained by continuing the sentence to the end. If it was to be paid in full whether the steamer was fully or only partly loaded, or in "ballast," that was to say, not loaded at sea, and whether she was chartered or unchartered, those circumstances were not to prevent payment in full. If the risk on freight had attached, if the conditions necessary to have freight at risk had arisen, then if that freight or the chance of earning freight were lost, it was to be paid for in full, and not to be reduced to any extent, by pointing out that the cargo was not still on board, or that all the cargo was engaged but not loaded, or circumstances of that kind; and the other words of the clause were clearly intended to deal with the rule that had long been felt to be a difficulty with regard to the right to freight carried after a constructive total loss. One instance in which the rule had been dealt with was in the case of *United Kingdom Mutual Steamship Insurance Association (Limited) v. Boulton* (3 Com. Cas. 330) when the rule was construed by Bigham, J., as he then was, as being intended to secure that where freight was lost to the shipowner at common law not by perils of the sea, but by the operation of the notice of abandonment in transferring to the underwriters of the ship the freight which was eventually earned, the assured should, nevertheless, recover for that as a loss as though it had been lost entirely from perils of the sea. The same was the effect here. He thought, therefore, the plaintiff's construction of the clause failed, and there would be judgment for the defendants with costs.—COUNSEL, *Leddie Scott, K.C., and J. W. Scott; Bailhache, K.C., and Leck.* SOLICITORS, *Lightbourn, Owen & Co.; Prichard & Sons.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

## LAW REVERSIONARY INTEREST SOCIETY LIMITED.

THANET HOUSE, 231-232 STRAND, LONDON, W.C.

REMOVED FROM No. 24 LINCOLN'S INN FIELDS, LONDON, W.C. ESTABLISHED 1853.

Capital Stock ... £400,000  
Debt Stock ... £331,130  
REVERSIONS PURCHASED. ADVANCES MADE THEREON.  
Forms of Proposal and full information can be obtained at the Society's Office.  
W. OSCAR NASH, F.I.A., Actuary and Secretary.

## Bankruptcy Cases.

*Re JONES.* Ex parte ASSOCIATED NEWSPAPERS (LIM.),  
Div. Court. 16th July.

BANKRUPTCY—ACT OF BANKRUPTCY—RESOLUTION TO EXECUTE DEED OF ASSIGNMENT—ASSENT BY CREDITOR TO RESOLUTION—SUBSEQUENT REVOCATION OF ASSENT—JOINT PETITION—EFFECT OF ASSENT BY ONE PETITIONING CREDITOR—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (a) (h).

A creditor, who has assented to a resolution for the execution of a deed of assignment for the benefit of creditors, can revoke his assent at any time before the execution of the deed. If two creditors join in a petition, one of whom has assented to a deed and the other not, the fact of assent by the first creditor does not prevent the second creditor from obtaining a receiving order on the petition if his debt is over £50. The receiving order in such case should be drawn up as made on the petition of the second creditor only.

Appeal from the dismissal of a petition by the county court judge at Bristol. The debtor, Nathaniel Jones, had been a partner in the firm of Jones Brothers, advertisement agents, at Bristol. The petition was presented jointly by George Newnes, Ltd., and Associated Newspapers, Ltd., the debt of the former being under £50, while that of the latter amounted to £281 6s. 7d. In March of 1912 the debtor's solicitor, Mr. W. H. Brown, sent out circulars calling a meeting of creditors. Associated Newspapers, Ltd., did not send a representative to the meeting, but telephoned to Mr. Brown that they would agree to any resolution which might be passed. George Newnes, Ltd., were represented at the meeting, but it was in dispute whether their representative was authorized to dissent from the resolution there proposed. At the meeting a resolution was passed that the debtor should immediately execute a deed of assignment for the benefit of his creditors, with Mr. Tricks, an accountant, as trustee. Associated Newspapers, Ltd., received a letter from Mr. Brown informing them of the resolution and enclosing a form of assent "to the deed made by Nathaniel Jones," though in fact no deed was executed before the presentation of the petition. Associated Newspapers, Ltd., signed the assent on the 23rd of March, and sent it back to Mr. Brown on the 25th of March. After signing the assent they discovered fresh facts which caused them to alter their views, and on the 1st of April they wrote to say that having discovered fresh facts they revoked their assent. They received a reply from Tricks & Co., the debtor's accountants, dated the 2nd of April, asking them to send back their assent and stating that Mr. Tricks had refused for the present to take up the deed as some of the creditors had threatened bankruptcy proceedings; and that the creditors must make up their minds whether they would petition or assent to the deed. George Newnes, Ltd., and Associated Newspapers, Ltd., thereupon presented their petition, which was heard before the county court judge at Bristol, when the debtor's solicitor admitted that there had been three acts of bankruptcy committed—viz., the circular calling the meeting, the statements made on behalf of the debtor at the meeting, and the letter from Tricks & Co., of the 2nd of April. It was contended, however, that both the petitioners were barred from taking advantage of the acts of bankruptcy by reason of their acquiescence in the deed. The county court judge held that Associated Newspapers, Ltd., could not revoke their assent and dismissed the petition. The question whether George Newnes, Ltd., had assented or not was left undecided. The petitioning creditors appealed, and counsel, on their behalf, contended that they were entitled to revoke their assent. He cited *Back v. Gooch* (4 Camp. 232), *Ex parte Stroy* (L. R. 2 Ch. 374); *Re Brindley, Ex parte Taylor & Co.* (1905, 1 K. B. 377) *Re Hawley, Ex parte Ridgway* (4 Mans. 41); *Re Woodroff, Ex parte Woodroff* (4 Mans. 46); and *Re Tannenbergh, Ex parte Perrier* (6 Morr. 49). Counsel for the debtor contended that where there has been assent to a deed, whether proposed or executed, the assenting creditor cannot rely on the deed as an act of bankruptcy, and that this doctrine was extended by the above cases of *Re Hawley* and *Re Woodroff* to all letters or statements proposing or leading up to a deed. Phillimore, J., pointed out that the head-note in *Re Hawley* was inaccurate, as no circular was relied on as an act of bankruptcy in that case, but a statement made by the debtor at the meeting of creditors. A creditor cannot revoke his assent because not only he and the debtor are concerned, but there is a general arrangement between the whole body of creditors, and others may have been induced to assent by reason of this creditor having assented. He further contended that if the revocation of one petitioner was valid, yet if the other creditor, George Newnes, Ltd., had assented to the deed the petition must fail.

PHILLIMORE, J.—In this case the debtor called a meeting of his creditors which resolved that he should immediately execute a deed



of assignment. A form of assent to the proposed deed was sent out treating it as a made deed. This form of assent was executed by Associated Newspapers, Ltd., but shortly afterwards they discovered facts which made them regret their assent, and they wrote and revoked it. They received a reply from Tricks & Co., the accountants, who had got out a statement of the debtor's affairs, and they, whether they had authority or not, accepted the revocation. Thereafter a petition was presented jointly by George Newnes, Ltd., and Associated Newspapers, Ltd. At the hearing three acts of bankruptcy were admitted, the circular calling the meeting of creditors, the statements at the meeting and Tricks & Co.'s letter of the 2nd of April. It was contended for the creditors that assent to a deed obtained by misrepresentation could be revoked, and *Re Tanenberg, Ex parte Perrier*, was cited in support of that contention. I agree with that contention, but I do not base my decision on that ground. It has been held that circulars leading up to the execution of a deed of assignment cannot be relied upon as acts of bankruptcy by persons who are estopped by having assented to the deed. See *Re Ridgeway* and *Re Woodroff*; but it should be noted that in both of these cases the acquiescence relied upon consisted in dealings with the trustee under the deed, and they only decide that where creditors have dealings with a trustee under a deed they cannot rely on prior acts of bankruptcy leading up to the deed. Here, at the date of the presentation of the petition at any rate, there was no deed. Whether the deed contemplated was afterwards executed is not known. A deed was executed at some date after the presentation of the petition, but that deed seems to me no answer to a creditor who, having originally assented, recalls his assent before a deed is executed. He is in no way estopped from revoking his assent before the execution of the deed and has a *locus penitentie* until the last moment before such execution. There is, therefore, nothing to estop Associated Newspapers, Ltd., from relying on the acts of bankruptcy alleged in the petition. As to George Newnes, Ltd., it appears that they did assent, and it is doubtful if they ever revoked their assent, but, even if there is an infirmity in their position, I do not think it affects Associated Newspapers, Ltd., who have a debt of their own of over £50. If a debt of £50 could not be made up without including that of George Newnes, Ltd., it would be a different matter. The receiving order should, however, be drawn up as made on the petition of Associated Newspapers, Ltd., only.

COLERIDGE, J.—If a creditor assent to a deed he may give his assent either before or after the execution of the deed. Here there is no proof that any deed was ever executed, or that if there was it was the deed to which the creditor assented. The only assent given was to an immediate deed of assignment, and that assent was revocable up to the time of the execution of the deed. Appeal allowed.—COUNSEL, *Kuhn, Hansell*. SOLICITORS, *Stark, Edwards, & Co.*; *W. H. Brown & Sons*, Bristol.

[Reported by P. M. FRANCE, Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

July 26.—FRANCIS COLEMAN EVANS, 2, Upper James-street, Golden-square, W.  
July 26.—THOMAS SYMS.  
July 26.—FRANK BETTLEY COOKE, 55, Market-street, Manchester.

## Land Taxes and Negative Values.

In the course of the discussion in the House of Commons on the Finance Bill, on the 2nd inst., Mr. Camel moved to insert the following clause:—"It is hereby declared that for the purposes of Part I. of the Finance (1909-10) Act, 1910, whenever the original site value is less than nothing it shall be deemed to be nothing, and in cases where the original site value is nothing, or deemed to be nothing, on the first occasion for the collection of increment value duty, the increment value shall be deemed to be reduced by an amount equal to 10 per cent. of the site value on such occasion, instead of 10 per cent. of the original site value." The terms in which *minus* values were dealt with had given rise to many absurdities, and large sums had been expended in the attempt to collect *minus* revenue. The absurdity of introducing these *minus* quantity provisions into a statute was exposed in a judgment delivered by Lord Johnston in a Scottish appeal case, from which he quoted. How could the Government charge an owner 10 per cent. on a *minus* quantity? Yet it had been done.

The Attorney-General said the appeal case was on its way to the House of Lords in order that the House of Lords might determine whether these valuations were right or wrong. In a very few months from now the House of Lords would have the case before them, and then all the appeals depending upon this test case would be dealt with.

Mr. Avon Clyde declared that the system of valuation intended to get at the site value was altogether broken to pieces by the peculiarities of the Scottish land system, and the Government must alter the law. The recurrence of *minus* values occurred with greater frequency in Scotland than in England, because, in making these valuation provisions applicable to Scotland, no consideration had been paid to the peculiarity of the Scottish land tenure, which rendered such methods of valuing an absurdity. The Attorney-General could not shield himself behind the excuse that an appeal was pending, because the House of Commons had nothing to do with law courts outside.

Sir A. Cripps appealed to the Chancellor of the Exchequer to say whether he ever contemplated that in arriving at site value of land *per se* one could really arrive at a *minus* value, and whether a *minus* value was not a necessary consequence of taking into consideration outside matters which again and again the right hon. gentleman had stated ought not to be taken into consideration if they were to get at the true site value.

Mr. J. Mason, who thought the clause did not go far enough, remarked that to charge increment value duty on the difference between two *minus* quantities seemed comparable to charging death duty on the difference between the liabilities and assets of a man who died bankrupt.

Mr. Petyman said that, so far as the use of site value for subsequent purposes was concerned, the method on which valuations were formulated had the effect of destroying totally any uniformity. In Lancashire two systems prevailed, one that of chief rent with a permanent capital value, and the other the system of long leases for 999 years. On the two sides of the same street there were often to be found houses of the same character and value, on the one side held on the chief rent system and on the other on the long lease system. Under the methods of the Government the houses on one side were brought out at a *minus* value and those on the other side at a considerable *plus* value. If the Chancellor of the Exchequer desired to get any appearance of uniformity he was bound to accept this amendment, or to undertake to introduce other words which would procure uniformity.

Mr. Rutherford urged that, as valuations were proceeding to-day at great expense under the Act of 1910, the earliest opportunity should be taken to put them on a reasonable and sensible basis. This clause was an attempt to cure one out of the many hundreds of absurdities which arose under that Act.

The clause was defeated by a majority of 77, the votes for it being 113 and against 190.—From the *Times*.

## Obituary.

### Mr. W. W. Duffield.

Mr. William Ward Duffield, whose death took place at Brownings, Chelmsford, on Wednesday, in his ninety-second year, was one of the oldest members of the legal profession in the country. He was admitted a solicitor in 1846, and practised in London and Chelmsford. Mr. Duffield, whose family has lived in Essex for at least 400 years, was one of the best-known and most popular men in the county. He held at one time a large number of legal appointments, and took a leading part in the public life of the county. In the days of Mr. Gladstone he was an active Liberal, and in much request as a public speaker. For a long time he was a director of the Reliance Life Office, and when that company was amalgamated with the Norwich Union he became chairman of the London board.

## Legal News.

### Appointments.

The Rt. Hon. Sir JOHN FLETCHER MOULTON has been appointed a Lord of Appeal in Ordinary in succession to Lord Robson, resigned. Sir J. Fletcher Moulton was appointed a Lord Justice of Appeal in January, 1906.

The Hon. Sir JOHN ANDREW HAMILTON has been appointed a Lord Justice of Appeal in succession to Lord Justice Fletcher Moulton. Sir J. A. Hamilton was appointed a judge of the King's Bench Division in 1909.

MR. SIDNEY ARTHUR TAYLOR ROWLATT has been appointed a Justice of the High Court, King's Bench Division, in succession to Mr. Justice Hamilton. Mr. Rowlatt is Recorder of Windsor, and is the junior counsel to the Treasury in the King's Bench Division and in Crown cases generally. This and the foregoing appointments will take effect from 1st October, 1912.

MR. DUDLEY STEWART-SMITH, K.C., has been appointed Vice-Chancellor of the County Palatine of Lancaster, in succession to the late Vice-Chancellor Leigh Clare, as from 12th August, 1912. Mr. Stewart-Smith was called to the bar in 1884, and became K.C. in 1902. He is a Bencher of the Middle Temple. He represented the Kendal Division of Westmorland in the Liberal interest from 1906 to 1910, and in 1910 unsuccessfully contested that division and East Nottingham.

### Changes in Partnerships, &c.

#### Admission.

MR. HENRY WARREN JONES, who has been in practice for many years at 39, Lime-street, London, E.C., has joined the firm of Messieurs Flux, Thompson, & Quarrell, solicitors, of 3, East India-avenue, and 6, Lime-street, London, E.C. The firm will henceforth be known as Messieurs Thompsons, Quarrell, & Jones; the partners will be Mr. Sydney Thompson, Mr. William Henry Quarrell, Mr. Keith Sydney Thompson, and Mr. Henry Warren Jones.

### Dissolutions.

HAROLD MONTAGUE LLOYD and JAMES HUNSDON CROSS, solicitors (Harold Lloyd & Cross), 8, Park-place, Cardiff. Aug. 3.

ERNEST EDWARD McCOLM and STANLEY WILLIAM BROOKE, solicitors (McColm & Brooke), 31, Lombard-street, London, and 3, Lewisham-bridge, Lewisham. Aug. 1. All debts due and owing to or by the said late firm will be received or paid by the said Stanley William Brooke, and such business will be carried on in the future by the Stanley William Brooke.

WALTER SCOTT, HAROLD PORTER MELLOR, and JOHN EDWIN START, solicitors (Lee, Scott, Mellor, & Co.), 36, Kennedy-street, Manchester. March 31. All debts due to and owing by the said late firm will be received and paid by any of the said members.

WILLIAM WADE and DAVID TREHARNE NEWTON WADE, solicitors (Wade & Son), 39, Dock-street, Newport, Monmouthshire. June 30. All debts due to and owing by the said late firm will be received and paid by the said David Treharne Newton Wade, who will continue to carry on the said business alone, under the style or firm of Wade & Son.

[Gazette, Aug. 9.]

WHATELY CHARLES ARNOLD and ARTHUR EDWARD CUBISON, solicitors (Arnold & Cubison), Dove-court, Old Jewry, London. Aug. 10.

[Gazette, Aug. 13.]

### Information Required.

ROBINSON.—Will the two gentlemen seeking Robinson, Chestnut-avenue, Forest Gate, on July 19, please write to 501, Caledonian-road, N.

LEGAL.—LEMPRIERE (MARY CONSTANCE, late).—Anyone drawing up or witnessing will of the above about February 2, 1912, please communicate with Messrs. Robins, Hay, Waters, & Hay, 9, Lincoln's-inn Fields, London, W.C.

### General.

Opening the new Sessions House and Police Court at Reading, on the 2nd inst., the Attorney-General (Sir Rufus Isaacs), says the *Times*, said that they had come to recognise in this country that punishment ought not to be vengeance. The criminal must be punished; but he must also, if possible, be reclaimed. The duty of the State was not to put it on high grounds of morality and religion, but to make a man a worthy citizen if possible, and not cast him, especially if he was a young offender, into the abyss from which it would be difficult to rescue him. They had made great changes, and the change of recognising the first offence was most valuable. Many a man had been saved from a criminal life by the tender mercy of magistrates who recognised him as a first offender. Although much had been accomplished they were not at the end of such reforms. Speaking of the police generally, the Attorney-General said that the police had cast upon them one of the most difficult tasks in life, that of being fair and impartial. They frequently read of the police being praised for courageous conduct, and it would be better if a police officer was commended more often for having given his evidence so fairly that he had helped to secure the acquittal instead of the conviction of a prisoner. Sir Rufus Isaacs concluded by challenging any one to assert that the law of any country or any human machinery ever treated an accused person with greater fairness or greater chivalry than was done in the courts of this country.

The funeral of Sir Alfred Wills, says the *Times*, took place at Chilworth, near Southampton, on the 13th inst., the body having been removed to the church from his residence, Saxholm, Bassett, on Monday. Among those present were:—Dr. W. Wills and Mr. J. Wills (sons), Miss Wills (daughter), Dr. John Murray (son-in-law) and Mrs. Murray, Mr. Edward Norton (son-in-law) and Mrs. Norton, Mrs. W. Wills, Captain and Lieutenant Norton (grandsons), Mr. Justice and Lady Warrington, and Mr. Kirwan, representing the Metropolitan Prisoners' Aid Society. The service was conducted by the Rev. W. V. Jephson, assisted by the Rev. C. D. Hindle. Among those who sent floral tributes were the Duchess of Albany, the Lord Chief Justice, Sir John and Lady Mellor, Ellen Lady Swaythling, Sir Arthur Charles, Sir Edward and Lady Coates and Miss Coates, Vice-Admiral and Mrs. Gerald Russell, the Council of the Law Society, the president and members of the Alpine Club, the Hampshire County Cricket Club, the North-Eastern Circuit, Mr. and Mrs. Louis Courtauld, Lieutenant-Colonel and Mrs. Beadon, the Rev. and Mrs. Allan Gunn, Dr. J. J. Pringle, and Mr. and Mrs. Forbes Bassett.

In the course of a lecture at the Fabian Summer School at Barrow House, near Keswick, on modern political and industrial tendencies, says the *Times*, Mr. Philip Snowden, M.P., said that the strike could never be successful as a weapon of frequent or constant use under modern conditions. During the last fifteen years there was no record, except in one or two instances, where the circumstances were exceptional, of Labour having struck successfully against federated Capital. During the nineteenth century workers had alternated between a faith in strikes and a faith in political action; in the immediate future there was likely to be a great revival of political action, because recent strikes, including the railway strike and the coalminers' strike, although

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they appeared to be successful, were in reality lamentable failures. Only the intervention of Parliament had saved the workers' cause from utter disaster. As an illustration of the effectiveness of political action as contrasted with strikes in obtaining better conditions, Mr. Snowden instanced the Workmen's Compensation Act, under which three million pounds had been paid to workers, or three times more than the total increase last year in the wages of all the workers in the country. Mr. Snowden added that there was little likelihood of the idea of the general strike captivating British workers. That idea was French, not English.

The Kent County Council adopted, on Wednesday, a bye-law, under the Advertisements Regulation Act, 1907, to prevent the disfigurement of the landscape by the erection of advertisement boards. The Parliamentary Committee, in reporting the receipt of applications for such a bye-law from the Cranbrook, Dartford, Dover, Eastry, Hollingbourne, Maidstone, Romney Marsh, and West Ashford Rural District Councils, said they considered the time had come when some check should be placed upon the increasing number of unsightly notice boards in the county. It was unnecessary that such boards should be placed in positions where they blotted out a view or disfigured the country. The new bye-law, which is to apply to all parts of Kent, other than municipal boroughs and urban districts with a population exceeding 10,000, provides that no person shall exhibit any advertisement which shall be visible from any public highway or footway, or from any railway or open land or water open to the public, and so placed as to disfigure the natural beauty of the landscape. The penalty is a fine of £5, with an addition of £1 for every day upon which the offence is continued after a conviction has been obtained.

A proposal by the Flint County Council, says the *Times*, to appoint police officers as inspectors under the provisions of the Shops Act (1912), has failed to meet with the approval of the Home Office authorities. At a meeting of the Flintshire Standing Joint Committee, held at Mold, a communication was read from the Home Office pointing out that the inspectors under the Shops Act would be invested with all the powers conferred on a factory inspector. In the opinion of the Home Secretary it was undesirable that police officers should perform those duties, especially police officers in uniform, because the arrangement might react unfavourably on the relations between the police and shopkeepers; and in some cases the police could not be withdrawn from their duties in connection with the detection and prevention of crime. Mr. McKenna, however, thought that some arrangement might be made whereby the police could give assistance in enforcing the Act without interference with their ordinary duties.

At Bow-street, on the 9th inst., Sir A. de Rutzen again had before him the summonses issued at the instance of the London County Council against a number of tradesmen in the Strand for not closing their premises in accordance with the provisions of the Shops Act, 1912. Mr. J. W. Godfrey now said that he did not propose to prove that the proceedings were authorized by the County Council. Anyone might lay an "information" in a criminal case unless there was some limitation imposed by statute. The magistrate eventually adjourned the summonses *sine die*, and said that if the Council granted the exemption order, for which a petition had been made by the defendants, there would be an end of the matter. If, on the other hand, exemption was refused, the summonses would be restored to the list, and he would deal with them on their merits. He refused a request by Mr. Godfrey to make it a condition that the defendants should undertake to conform to the Act in the meantime.

A provisional order Bill has just received the Royal Assent whereby special powers are granted to the Hull Corporation for dealing with obscene publications. Powers were originally obtained under an Act of 1907 to enable the Corporation to seize objectionable prints without first proving that they were exposed for sale. These powers, which were only obtained experimentally for five years, have now been extended, and under them any premises can be searched in which the Corporation believes that indecent prints are kept for exhibition, gain, or sale, without first proving the sale. Any person found with such prints in his custody may be heavily fined, and the onus of proving





HARRIS, MARY LUCY, King's Court rd, Streatham Sept 16 Harwood & Pusey, Camden st  
 HASTELLOW, CHARLES ALBERT, Birmingham Sept 14 Pritchard, Birmingham  
 HAYLOCK, MICHAEL, Riding Mill, Northumberland Sept 30 Ingledew & Fenwick, Newcastle upon Tyne  
 HAWNEY, JOSEPH ALOYSIUS, Liverpool, Cotton Salesman Sept 10 Yates & Co, Liverpool  
 HILL, FREDERICK MORLEY, Camden sq Sept 21 Tolhurst & Co, Southend on Sea  
 HOWES, ELLEN, Hamilton ter, St John's Wood Oct 1 Mason & Co, Gresham st  
 HURLEY, JOHN, Ealing, Civil Servant Nov 15 Bird, Queen st  
 JAMES CHARLES VINCENT, Brighton Sept 9 Rubenstein & Co, Raymont's bldgs  
 JENKIN, HORATIO FRANK, East Hanningfield, Essex Sept 21 Ley, Carey st  
 KIRSON, JOHN, Torquay Aug 30 Woolcombe & Sons, Plymouth  
 LANE, ADA, Bridlington, Luncheon Aug 31 West & Son, Bridlington  
 LEWIS, GEORGE, York, Licensed Victualler Sept 21 Crombie & Sons, York  
 MAHWARING, JOSEPH, Brockley, Kent Oct 1 Martin & Nicholson, Queen st  
 MARTIN, EMILY, Sydney pl, South Kensington Sept 3 Donaldson, Bloomsbury pl  
 MARLOW, WILLIAM HENRY, Whitwell, Derby, Farmer Sept 10 Warburton, Workop  
 MARSHALL, THOMAS ROBERT, Bournemouth Sept 6 Mooring & Co, Bournemouth  
 YARVELL, Dr HERBERT, Bournemouth Sept 6 Mooring & Co, Bournemouth  
 NOLLY, MICHAEL WATTS, Oxford Sept 9 Walsh & Co, Oxford  
 PUDDEFOOT, DAVID, Eaton Bray, Bedford, Dealer Sept 21 Newton & Calcott, Leighton Buzzard  
 PUDDEFOOT, REBECCA, Eaton Bray, Bedford Sept 21 Newton & Calcott, Leighton Buzzard  
 RAINSBURY, ELLI, Heston Moor, Lancs Oct 6 Douglas Houstoun, The Duchy of Lancaster Office  
 SMITH, ANNE, Sherwood, Nottingham Sept 30 Burton & Briggs, Nottingham  
 SMITH, FREDERICK, Stanley, Durham, Agent Aug 23 Nicholson & Martin, Stanley, 80, Durham  
 SMITH, JOHN SLEATH, Mountsorrel, Leicester Sept 16 Moss & Taylor, Loughborough  
 SMITH, RICHARD, Brede, Sussex, Farmer Sept 7 Davis & Co, Ryde  
 SQUIRE, Mr HENRY PERCY, Upper Richmond rd, East Putney, Contractor Sept 29 A H C Squire and L Harding Squire, Etc  
 STONE, MARTHA, Reading Sept 7 Brain & Brain, Reading  
 TAYLOR, JOHN, Oxford, Licensed Victualler Sept 9 Walsh & Co, Oxford  
 THOMPSON, JOSEPH, Gateshead, Coal Owner Sept 30 Cooper & Goodger, Newcastle upon Tyne  
 WHITLES, SARAH ANN, Newhey, nr Rochdale Sept 14 Chadwick, Rochdale  
 WOOD, WILLIAM PALGRAVE, Collingham glens Sept 18 Paines & Co, St Helen's pl

London Gazette.—TUESDAY, Aug. 13.

ASHHEAD, AGNES, Walsall Sept 14 Wilkinson & Co, Walsall  
 ALLISON, JOHN, West Hartlepool, Farmer Sept 10 Fryer & Webb, West Hartlepool  
 BEXSON, JAMES, Ambleside, Westmorland, Blacksmith Sept 29 Gately & Son, Ambleside

## Bankruptcy Notices.

London Gazette.—FRIDAY, Aug. 3.

### RECEIVING ORDERS.

ANDREWS, JOHN PERCY, and MARY DALE, Bromford, Hereford, Builders Worcester Pet July 5 Ord Aug 3  
 BALDWIN, RICHARD EDWARD, Barnley, Hosiery Pressman Burnley Pet Aug 6 Ord Aug 6  
 BELLAMY, THOMAS, Lamb's Conduit st, Holborn, Poulterer High Court Pet Aug 3 Ord Aug 3  
 BRYOTT, JAMES, Middlewich, Solicitor Nantwich Pet July 5 Ord Aug 7  
 CAROTTE, PETER, Manchester, Publisher Manchester Pet Aug 6 Ord Aug 6  
 COTTE, ABRAHAM JOSEPH, Kempton, Beds, Contractor Bedford Pet July 13 Ord Aug 7  
 COX, CHARLES, Tunbridge Wells, Horticultural Builder Tunbridge Wells Pet Aug 6 Ord Aug 6  
 DIXON, JOHN FOSTER, West Jesmond, Newcastle upon Tyne Builder Newcastle upon Tyne Pet July 31 Ord Aug 6  
 EDLMAN, LAZARUS, Commercial rd, Corset Maker High Court Pet Aug 3 Ord Aug 3  
 EDWARDS, JOHN HENRY, Birmingham, Builder Birmingham Pet Aug 3 Ord Aug 3  
 FLETCHER, HENRY, Ilkeston, Commercial Traveller Derby Pet Aug 2 Ord Aug 2  
 HARRIS, ELLEN, Chacewater, Cornwall Truro Pet Aug 6 Ord Aug 6  
 KING, CHARLES FREDERICK, Stepney, Assistant Paymaster High Court Pet May 15 Ord Aug 7  
 LLOYD & Co, Garden walk, Great Eastern st, Cabinet Makers High Court Pet July 13 Ord Aug 7  
 LUGGOTT, EDWARD, Brotherton, Lincoln Boston Pet July 28 Ord Aug 7  
 MACANAKA, GEORGE LOCHNELL, Weston, Bath, Theatrical Manager Bath Pet Aug 2 Ord Aug 2

POUGH, RICHARD, Tonypriddy, Glam, Carpenter Pontypridd Pet Aug 7 Ord Aug 7  
 RANDALL, HENRY CHARLES PERCY, Phippsville, Northampton, Company Director Northampton Pet Aug 1 Ord Aug 3  
 SEGAL, LEWIS, Clarence st, Valence rd, Bethnal Green, Cabinet Maker High Court Pet Aug 7 Ord Aug 7  
 SIMMONS, ARTHUR JOSEPH, Birmingham, Clerk Birmingham Pet Aug 3 Ord Aug 3  
 SIMMONS, JAMES, Birmingham Birmingham Pet Aug 2 Ord Aug 3  
 STADEN, JOSEPH CHARLES, Bury St Edmunds, Plumber and Glazier Bury St Edmunds Pet Aug 6 Ord Aug 6  
 STOCKLEY, HENRY, Oxford, Tobaccoist Oxford Pet July 23 Ord Aug 7  
 SWAINE, THOMAS SYKES, Blackpool, Dressmaker Preston Pet Aug 3 Ord Aug 3  
 WILTSIDE, ARTHUR EDWARD, Neath, Glam, Grocer Neath Pet Aug 6 Ord Aug 6

### FIRST MEETINGS.

ARCHER, WILLIAM, Carson rd, Dulwich, Mortgage Broker Aug 20 at 11.30 Bankruptcy bldgs, Carey st  
 ASKE, MITCHELL, High st, Stoke Newington, Tobacco Dealer Aug 21 at 3 Off Rec, 14, Bedford row  
 ATKINSON, LEWIS, Hatfield Peverel, Essex, Baker Aug 21 at 13 Off Rec, 14, Bedford row  
 BELLANT, THOMAS, Lamb's Conduit st, Holborn, Poulterer Aug 23 at 1 Bankruptcy bldgs, Carey st  
 BERRICK, JAMES, Colindale, Hendon, Farmer Aug 20 at 11.30 Off Rec, 18, Cornwallis st, Barrow in Furness  
 COX, CHARLES, Tunbridge Wells, Horticultural Builder Aug 17 at 11.30 Off Rec, 12a, Marlborough pl, Brighton  
 DIXON, JOHN FOSTER, West Jesmond, Newcastle upon Tyne, Builder Aug 20 at 11 County Court, Westgate road, Newcastle upon Tyne  
 EDLMAN, LAZARUS, Commercial rd, Corset Maker Aug 20 at 12 Bankruptcy bldgs, Carey st

FATHERS, GEORGE EDWARD, and WALTER JOHN FATHERS, Oxford, Builders Aug 19 at 12 1, St Aldate's, Oxford  
 FLETCHER, HENRY, Ilkeston, Derby, Commercial Traveller Aug 19 at 11.30 Off Rec, 3, Victoria bldgs, London rd, Derby  
 GREEN, A DE V T, Abingdon villa, Kensington, Company Promoter Aug 19 at 11.30 Bankruptcy bldgs, Carey st  
 HALL, STEPHEN WATSON, Molestead, Kent, Licensed Victualler Aug 19 at 3.15 115, High st, Rochester  
 HEDIN, REGINALD CLAUDE, Leamington, Warwick, Baker Aug 19 at 11 Off Rec, 8, High st, Coventry  
 HUDSON, HERBERT FREDERICK, Bridgend, Glam, Secretary of a Limited Company Aug 19 at 3 117, St Mary st, Cardiff  
 JACKSON, F E, Baroness rd, Hackney rd, Wholesale Grocer Aug 19 at 1 Bankruptcy bldgs, Carey st  
 KENT, WALTER HARRY, Chislehurst, I of W, Builder Aug 17 at 13 Off Rec, 9, High st, Newport, I of W  
 MARTIN, E MC G, Hart st, Bloomsbury, Solicitor Aug 21 at 11 Bankruptcy bldgs, Carey st  
 MATTHEW, WILLIAM, Blyford, Fins, Licensed Victualler Aug 19 at 12 Crypt-chambers, Eastgate row, Chester  
 MYERS, JAMES, Burnley, Blacksmith Aug 19 at 12 Off Rec, 13, Winckley st, Preston  
 ROBINSON, HARVA JONES, Great Grimby, Ldgz Clerk Aug 17 at 11 Off Rec, St Mary's chambers, Great Grimby  
 SEGAL, LEWIS, Clarence st, Valence rd, Bethnal Green, Cabinet Maker Aug 21 at 11 Bankruptcy bldgs, Carey st  
 SIMONS, OSCAR, Mortimer, Silans st Aug 21 at 12 Bankruptcy bldgs, Carey st  
 SWAINE, THOMAS SYKES, South Shore, Blackpool, Dr ss Maker Aug 19 at 11 Off Rec, 13, Winckley st, Preston  
 THOMAS, JOHN HOPKIN, Kendal Hill, Glam, Collier Aug 17 at 11 117, St Mary st, Cardiff

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APPLY FOR PROSPECTUS.

WERNADON, JOHN LEWIS, Burnley, Hay Merchant Aug 19 at 11.30 Off Rec, 13, Winesley at, Preston

## ADJUDICATIONS.

ASHBY, MITCHELL, High st, Stoke Newington, Tobacco Dealer Elmington Pet July 12 Ord Aug 6  
 AVERY, JOSEPH ALBERT, Birmingham, Estate Agent Birmingham Pet June 28 Ord Aug 1  
 BALEWIS, RICHARD EDWARD, Burnley, Hosiery Pressman Burnley Pet Aug 6 Ord Aug 6  
 BELLANT, THOMAS, Lamb's Conduit st, Holborn, Postmaster High Court Pet Aug 3 Ord Aug 3  
 BICKERS, GEORGE SIDNEY, Leeds, Restaurant Proprietor Leeds Pet Aug 3 Ord Aug 2  
 CARROTT, PETER, Manchester, Publisher Manchester Pet Aug 6 Ord Aug 6  
 CLARKE, JAMES EDWARD, Kenton, Devon, Farmer Exeter Pet July 29 Ord Aug 3  
 CROFTON, JOHN ST VINCENT, Charing Cross rd, Financial Agent High Court Pet May 13 Ord Aug 3  
 EDWARDS, LAZARUS, Commercial rd, Corset Maker High Court Pet Aug 3 Ord Aug 3  
 EDWARDS, JOHN HENRY, Birmingham, Builder Birmingham Pet Aug 3 Ord Aug 3  
 FAWCETT, FRANK, Rochester ter, West Norwood High Court Pet June 18 Ord Aug 2  
 FITCH, JOHN OSBORNE, Fenchurch st, Manufacturer's Agent High Court Pet June 17 Ord Aug 3  
 FLETCHER, HENRY, Ilkeston, Commercial Traveller Derby Pet Aug 2 Ord Aug 2  
 HARRIS, ELLER, Chichester, Cornwall Truro Pet Aug 6 Ord Aug 6  
 HAWSON, JOHN GILBERT, Bond st, Walbrook High Court Pet May 30 Ord Aug 3  
 MACANARA, GEORGE LOCHNELL, Weston, Bath, Theatrical Manager Bath Pet Aug 9 Ord Aug 2  
 PATTERSON, JAMES, Newington butts High Court Pet Mar 28 Ord Aug 3  
 PUGH, RICHARD, Tonypandy, Glam, Carpenter Pontypridd Pet Aug 7 Ord Aug 7  
 RANDALL, HENRY CHARLES PERCY, Phippsville, Northampton Company Director Northampton Pet Aug 1 Ord Aug 3  
 SEAGAT, LEWIS, Clarence st, Vallance rd, Bathnal Green, Cabinet Maker High Court Pet Aug 7 Ord Aug 7  
 SIMMONS, ARTHUR JOSEPH, Birmingham, Clerk Birmingham Pet Aug 8 Ord Aug 6  
 SIMMONS, JAMES, Edgbaston, Birmingham Birmingham Pet Aug 2 Ord Aug 6  
 SPIKE, FREDERICK, Kenway rd, Kensington, Butcher High Court Pet May 29 Ord Aug 7  
 STADON, JOSEPH CHARLES, Bury St Edmunds, Plumber Bury St Edmunds Pet Aug 6 Ord Aug 6  
 SWAIN, THOMAS STILES, South Shore, Bl ckpool, Dressmaker Preston Pet Aug 3 Ord Aug 3  
 TURNER, HENRY, Penistone, Yorks, Contractor Barnsley Pet July 16 Ord Aug 3  
 WILTSIRE, ARTHUR EDWARD, Neath, Grocer Neath Pet Aug 6 Ord Aug 6  
 WRIGHT, WALTER WILLIAM, Ugley, Essex, Grocer Hertford Pet July 30 Ord Aug 1

Amended Notice substituted for that published in the London Gazette of Aug 2.  
 CLIFTON, J SHIVA, Salton rd, Brixton, Music Hall Artist High Court Pet June 6 Ord July 29

London Gazette.—T. ESQAT, Aug. 13.

## RECEIVING ORDERS.

ADCOCK, GEORGE FREDERICK, Paignton, Devon Plymouth Pet Aug 8 Ord Aug 8  
 BAKER, DANIEL, Magor, nr Newport, Mon Newport, Mon Pet July 5 Ord Aug 9  
 BOOTH, WILLIAM, Manchester, Solicitor Manchester Pet July 1 Ord Aug 9  
 BROMLEY, WILLIAM, Bolton, Fruiterer Bolton Pet Aug 7 Ord Aug 7  
 BRYANT, JAMES, Osmore Vale, Glam, Collier Cardiff Pet Aug 7 Ord Aug 7  
 CHURCH, GEORGE FREDERICK, Trowbridge, Dutcher Bath Pet July 27 Ord Aug 9  
 CLARKE, ERNEST ARCHIBALD, Toft Monks, Norfolk, Blacksmith Great Yarmouth Pet Aug 9 Ord Aug 9  
 COULSON, ROBERT, North Tyne, Northumberland, Quarryman Newcastle upon Tyne Pet Aug 10 Ord Aug 10  
 DAVIS, WILLIAM, Ross, Hereford, House Furnisher Hereford Pet Aug 9 Ord Aug 9  
 EDGERLEY, HENRY HAYES, Widnes, Lancs, Carter Liverpool Pet Aug 9 Ord Aug 9

EDWARDS, JAMES, Monmouth, Builder Newport, Mon Pet Aug 10 Ord Aug 10  
 FREEMAN, HENRY JAMES, Stafford, Hairdresser Stafford Pet Aug 8 Ord Aug 8  
 HARRIES, THOMAS, Southsea, Hants, Restaurant Keeper Portsmouth Pet July 21 Ord Aug 7  
 HIGGS, F. I., Coulsdon, Surrey Croydon Pet Mar 16 Ord July 8  
 MADIN, JOSEPH, Now Walsell, Dagby, Builder Chesterfield Pet July 27 Ord Aug 9  
 MARTINDALE, HARRY, Chorley, Builder Bolton Pet Aug 7 Ord Aug 7  
 MEKE, EDWARD BERNARD, High rd, Willenden Green, Timber Merchant High Court Pet Aug 9 Ord Aug 9  
 PRESCOTT, RICHARD, Brandesburton, Yorks, Butcher Kingston upon Hull Pet Aug 8 Ord Aug 8  
 RAMSAY, MARY ELIZABETH, Whitley Bay, Northumberland Newcastle upon Tyne Pet Aug 8 Ord Aug 8  
 REYNERS, F. HUBERT, Ha'le, Cheshire Manchester Pet July 25 Ord Aug 9  
 RICH, JOHN, Tebbury St Mary, Devon, Farmer Exeter Pet Aug 9 Ord Aug 9  
 RIDLEY, JAMES, Fulford, York York Pet Aug 9 Ord Aug 9  
 RUDDOCK, ARTHUR, Leeds, Traveller Leeds Pet Aug 8 Ord Aug 8  
 SAXTON, JAMES GEORGE, Reservoir rd, Brockley, Auctioneer High Court Pet July 19 Ord Aug 8  
 SMITH, EDWARD, Acce in, Brixton, Baker Wandsworth Pet July 18 Ord Aug 8  
 STONE, THEOPHILUS GEORGE, and ALLAN LOFTUS STONE, Salisbury, Wilt, Coach Builders Salisbury Pet Aug 9 Ord Aug 9  
 VINE, EDWARD, Eye, Suffolk, Watchmaker Ipswich Pet Aug 9 Ord Aug 9  
 WALLIS, JAMES, Baddington, Surrey Croydon Pet Aug 9 Ord Aug 9  
 WATKINS, JAMES, Ebbw Vale, Mon, Builder Tredegar Pet July 25 Ord Aug 10  
 WIDDOWSON, FRED, Sheffield, Journeyman Edge Tool Maker Sheffield Pet Aug 9 Ord Aug 9  
 WOULFE, TALFOURD VERNON, Hilyart, Berks Windsor Pet Aug 10 Ord Aug 10  
 WYLES, HORACE, Manchester, Manufacturer's Agent Manchester Pet July 26 Ord Aug 9

## FIRST MEETINGS.

BRENTANO, ALBERT LEIPER, G. 01 Grimshy, Fruiterer Aug 21 at 11 Off Rec, St Mary's chambers, Great Grimshy  
 BROMLEY, WILLIAM, Bolton, Fruiterer Aug 21 at 11 Off Rec, 19, Exchange st, Bolton  
 BYGOTT, JAMES, Middlewich, Solicitor Aug 21 at 12 Off Rec, King st, Newcastle, Staffs  
 CLARKE, ERNEST ARCHIBALD, Toft Monks, Norfolk, Blacksmith Aug 21 at 12.30 Off Rec, 8, King st, Norwich  
 EDWARDS, J. JOHN HENRY, Birmingham, Builder Aug 21 at 12.30 Raskin chambers, 191, Corporation st, Birmingham  
 FREEMAN, HENRY JAMES, Stafford, Hairdresser Aug 22 at 11.30 Off Rec, King st, Newcastle, Staffs  
 HARRIES, THOMAS, Southsea, Hants, Restaurant Keeper Aug 22 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 HARRIS, ELLER, Chichester, Cornwall Aug 22 at 12 Off Rec, 12, Princess st, Truro  
 KING, CHARLES FREDERICK, Steppay, Assistant Paymaster Aug 22 at 1 Bankruptcy bldgs, Carey at  
 LEON & Co, G. 01 walk, Great East street, Cabinet Makers Aug 22 at 12 Bankruptcy bldgs Carey at  
 MACANARA, GEORGE LOCHNELL, Weston, Bath, Theatrical Manager Aug 21 at 11.45 Off Rec, 25, Baldwin st, Bristol  
 MARTINDALE, HARRY, Chorley, Builder Aug 21 at 2.30 Off Rec, 19, Exchange st, Bolton  
 MEKE, EDWARD BERNARD, High rd, Willenden Green, Timber Merchant Aug 22 at 11 Bankruptcy bldgs, Carey at  
 PRESCOTT, RICHARD, Brandesburton, Yorks, Butcher Aug 22 at 2.30 Off Rec, York City Bank chambers, Lowgate, Hull  
 PUGH, RICHARD, Tonypandy, Glam, Carpenter Aug 22 at 11.15 St Catherine's chambers, St Catherine st, Pontypridd  
 RAMSAY, MARY ELIZABETH, Whitley Bay, Northumberland Aug 21 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

RANDALL, HENRY CHARLES PERCY, Phippsville, Northampton, Company Director Aug 21 at 13 Off Rec, The Parade, Northampton  
 RICH, JOHN, Tebbury St Mary, Devon, Farmer Aug 23 at 4 Off Rec, 9, Bedford c r, Exeter  
 RIDLEY, JAMES, Fulford, York, Traveller Aug 23 at 11 Off Rec, Red House, Dancumb, pl, York  
 RUDDOCK, ARTHUR, Leeds, Traveller Aug 21 at 3 Off Rec, 24, Bond st, Leeds  
 SAXTON, JAMES GEORGE, Queen's rd, New Cross, Auctioneer Feb 22 at 11 Bankruptcy bldgs, Carey at  
 SIMMONS, ARTHUR JOSEPH, Birmingham, Rent Collector Aug 21 at 12 Raskin chambers, 191, Corporation st, Birmingham  
 SIMMONS, JAMES, Birmingham Aug 21 at 11.30 Raskin chambers, 191, Corporation st, Birmingham  
 SKUCE, WILLIAM HENRY, Bath, Bookbinder Aug 21 at 11.30 Off Rec, 20, Baldwin st, Bristol  
 SMITH, EDWARD, Acce in, Brixton, Baker Aug 21 at 11.30 York rd, Westminster Bridge rd  
 STONE, THEOPHILUS GEORGE, and ALLAN LOFTUS STONE, Salisbury, Wilt, Coach Builders Aug 23 at 1 Off Rec, City chambers, Catherine st, Salisbury  
 WALL, ALFRED BERNARD, Cheltenham, Sculptor Aug 21 at 3 County Court bldgs, Cheltenham  
 WALLIS, JAMES, Baddington, Surrey Aug 21 at 11.30 York rd, Westminster Bridge rd  
 WILLIAMS, JOHN, Llanfairfechan, Carnarvon, Builder Aug 21 at 2.30 Castle Hotel, Llanfairfechan  
 WILTSIRE, ARTHUR EDWARD, Neath, Glam, Grocer Aug 21 at 11 Off Rec, Government bldgs, 55 Mary's st, Swansea  
 WRIGHT, WALTER WILLIAM, Ugley, Essex, Grocer Aug 23 at 12 Off Rec, 14, Bedford row

## ADJUDICATIONS.

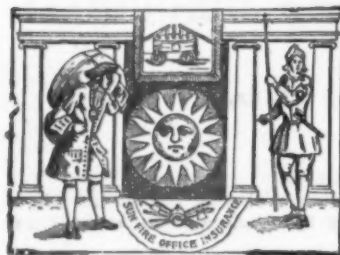
ADCOCK, GEORGE FREDERICK, Paignton, Devon, Gentleman Plymouth Pet Aug 8 Ord Aug 8  
 BROADBENT, WILLIAM, Ashton under Lyne, Yarn Agent Ashton under Lyne Pet June 23 Ord July 17  
 BROMLEY, WILLIAM, Bolton, Fruiterer Bolton Pet Aug 7 Ord Aug 7  
 BRYANT, JAMES, Osmore Vale, Collier Cardiff Pet Aug 7 Ord Aug 7  
 CLARKE, ERNEST ARCHIBALD, Toft Monks, Norfolk, Blacksmith Great Yarmouth Pet Aug 9 Ord Aug 9  
 COULSON, ROBERT, North Tyne, Northumberland, Quarryman Newcastle upon Tyne Pet Aug 10 Ord Aug 10  
 COX, CHARLES, Tisbury, Wilt, Horticultural Builder Tisbury Wells Pet Aug 9 Ord Aug 9  
 DAVIS, WILLIAM, Ross, Hereford, House Furnisher Hereford Pet Aug 9 Ord Aug 9  
 DIXON, JOHN POSTER, West Jeamond, Newcastle upon Tyne, Builder Newcastle upon Tyne Pet July 31 Ord Aug 8  
 EDGERLEY, HENRY HAYES, Widnes, Lancs, Carter Liverpool Pet Aug 9 Ord Aug 9  
 EDWARDS, JAMES, Monmouth, Builder Newport, Mon Pet Aug 10 Ord Aug 10  
 FREEMAN, HENRY JAMES, Stafford, Hairdresser Stafford Pet Aug 8 Ord Aug 8  
 GOOCH, FREDERICK CHARLES, Maidenhead, Insurance Broker Windsor Pet April 29 Ord Aug 10  
 HELEN, REGINALD CLAUDE, Leamington, Warwick, Baker and Confectioner Warwick Pet July 19 Ord Aug 9  
 MARTINDALE, HARRY, Chorley, Builder Bolton Pet Aug 7 Ord Aug 7  
 PRESCOTT, RICHARD, Brandesburton, Yorks, Butcher Kingston upon Hull Pet Aug 8 Ord Aug 8  
 RICH, JOHN, Tebbury St Mary, Devon, Farmer Exeter Pet Aug 9 Ord Aug 9  
 RIDLEY, JAMES, Fulford, York, Traveller York Pet Aug 9 Ord Aug 9  
 RUDDOCK, ARTHUR, Leeds, Traveller Leeds Pet Aug 8 Ord Aug 8  
 RUSSELL, HORACE RUTTER, Kensington gdns sq, Insurance Broker High Court 1st Dec 8, 1911 Ord Aug 8  
 SAXTON, JAMES GEORGE, Reservoir rd, Brockley, Auctioneer High Court Pet July 19 Ord Aug 9  
 STOCKLEY, HENRY, Oxford, Townscoat Oxford Pet July 25 Ord Aug 10  
 STONE, THEOPHILUS GEORGE, and ALLAN LOFTUS STONE, Salisbury, Wilt, Coach Builders Salisbury Pet Aug 9 Ord Aug 9  
 STODOLSKY, MAX, Ernest, Craven st, Strand, Jellery Manufacturer High Court Pet June 19 Ord Aug 8  
 TAYLOR, JOHN, Ropley, Hants, Farmer Winchester Pet July 22 Ord Aug 8  
 VINE, EDWARD, Eye, Suffolk, Watchmaker Ipswich Pet Aug 9 Ord Aug 9  
 WIDDOWSON, FRED, Sheffield, Journeyman Edge Tool Maker Sheffield Pet Aug 9 Ord Aug 9  
 WILES, ALFRED, Queen's rd, Peckham High Court Pet July 19 Ord Aug 8  
 WOULFE, TALFOURD VERNON, Holyport, Berks Windsor Pet Aug 10 Ord Aug 10  
 WYLES, HORACE, Manchester, Manufacturer's Agent Manchester Pet July 26 Ord Aug 10

## ADJUDICATION ANNULLLED.

HILKES, HEINRICH GUSTAV, Manor park, Lez, Kent, Philatelic Publisher Greenwica Adjud Aug 9, 1900 Annul July 16, 1912

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